

National Aeronautics and Space Administration



**NASA DESK GUIDE**  
**ON THE**  
**INTERGOVERNMENTAL PERSONNEL ACT (IPA)**  
**Version 3**

**Office of Human Capital Management**  
**NASA Headquarters**  
**SREF-3000-0038**  
**December 2008**

# Document History Log

Status (Basic/Revision /Cancelled)	Revision Date	Description of Change
Basic	October 1999	Basic Release
Revision	August 2004	Amended version did not include Document History Log or notations.
Revision (Version 3)	December 2008	<p>Changes Incorporated into Version 3:</p> <ul style="list-style-type: none"> <li>• Formatted document to conform to other similar OHCM desk guides.</li> <li>• Changed section and paragraph numbering scheme to conform to other similar OHCM desk guides.</li> <li>• Added Document History Log.</li> <li>• Section 1, Introduction, added: 1.2, Background; 1.3, Applicability; and 1.4, About This Document.</li> <li>• Added Appendix A, Acronyms and Abbreviations</li> <li>• Updated document to reflect current policy and procedure.</li> </ul>

## TABLE OF CONTENTS

			<u>Page</u>
SECTION	1	INTRODUCTION.....	7
	1.1	Purpose.....	7
	1.2	Background.....	7
	1.3	Applicability.....	7
	1.4	About This Document.....	8
SECTION	2	REFERENCES.....	9
SECTION	3	GENERAL PROVISIONS.....	14
	3.1	Definitions.....	14
	3.2	Approval of Other Organizations Including Nonprofit Organizations.....	16
	3.2.1	Authority.....	17
	3.2.2	Previously Approved Organizations.....	17
	3.2.3	Approval by Other Federal Agencies.....	17
	3.2.4	Documentation Required for Approval of Other Organizations Including Nonprofits.....	17
	3.2.5	Record of Approval.....	18
	3.2.6	Federally Funded Research and Development Centers (FFRDCs).....	18
	3.3	Employee Eligibility.....	19
	3.3.1	Federal Employees.....	19
	3.3.2	Non-Federal Employees.....	20
	3.4	Authority to Approve Assignments.....	20
	3.4.1	Approvals by NASA Administrator.....	20
	3.4.2	Approvals by Center Directors.....	20
	3.5	Limits on Time Served and Number of Assignments.....	21
	3.5.1	Calculating IPA Time Served and Number of Assignments.....	21
	3.5.2	Time Limits.....	21
	3.6	Funding.....	22
	3.6.1	Cost Sharing.....	22
	3.6.2	Indirect and/or Administrative Costs.....	23
	3.6.3	IPA Invoices and Financial Safeguards.....	23
	3.7	Voluntary Nature of Assignments.....	24
	3.8	Standards of Conduct.....	24
	3.8.1	Standards of Conduct for Incoming IPA Assignees.....	24
	3.8.2	Standards of Conduct for Outgoing IPA Assignees.....	26
SECTION	4	ASSIGNMENTS TO NASA.....	27
	4.1	Detail to NASA IPA Assignment.....	28
	4.1.1	Nature of the Detail.....	28

		<u>Page</u>
4.1.2	Processing the Detail.....	29
4.1.3	Pay.....	29
4.1.4	Awards.....	29
4.1.5	Work Weeks, Leave, and Overtime .....	29
4.1.6	Benefits.....	30
4.1.7	Conduct and Performance Actions.....	31
4.1.8	Training.....	31
4.2	Appointment to NASA IPA Assignment.....	31
4.2.1	Nature of the Appointment .....	32
4.2.2	Processing the Appointment.....	32
4.2.3	SES Positions .....	32
4.2.4	Setting Salary .....	33
4.2.5	Within-range Increase (WRI).....	34
4.2.6	Awards.....	34
4.2.7	Work Weeks, Leave, and Overtime .....	34
4.2.8	Benefits.....	35
4.2.9	Conduct and Performance Actions.....	37
4.3	Noncitizens .....	37
4.3.1	Authority.....	37
4.3.2	Approval Requirement.....	37
4.3.3	Employment Authorization .....	37
4.3.4	Waiver of Residence Abroad Requirement.....	39
4.4	Security Procedures.....	39
SECTION 5	ASSIGNMENTS FROM NASA .....	41
5.1	Detail to a Non-Federal Entity.....	42
5.1.1	Nature of the Detail .....	42
5.1.2	Processing the Detail.....	42
5.1.3	Pay.....	42
5.1.4	Performance Ratings .....	42
5.1.5	WRIs and QSIs .....	42
5.1.6	Awards.....	43
5.1.7	Promotions .....	43
5.1.8	Work Weeks, Leave, and Overtime .....	43
5.1.9	Benefits.....	44
5.1.10	Conduct and Performance Actions.....	44
5.2	Appointment to a Non-Federal Entity .....	45
5.2.1	Nature of the Appointment .....	45
5.2.2	Processing the Action .....	45
5.2.3	Pay.....	45
5.2.4	Performance Ratings .....	46
5.2.5	WRIs and QSIs .....	46
5.2.6	Awards.....	47
5.2.7	Promotions .....	47

		<b><u>Page</u></b>
	5.2.8	Work Weeks, Leave, and Overtime .....47
	5.2.9	Benefits.....48
	5.2.10	Conduct and Performance Actions.....51
	5.3	Return to NASA.....52
SECTION	6	TRAVEL COSTS .....53
	6.1	Allowable Costs .....53
	6.1.1	Alternatives Available.....53
	6.1.2	Consideration of Alternatives .....55
	6.2	Agreement .....55
	6.3	Travel While on Assignment .....56
SECTION	7	IPA AGREEMENT.....57
	7.1	Information/Items Included in IPA Agreement.....57
	7.2	Attachments to or Included with IPA Agreement.....58
	7.3	IPA Agreement Distribution .....58
	7.3.1	Documentation the Center Maintains .....58
	7.3.2	Documentation to Send to OHCM, Workforce Management and Development Division .....59
	7.3.3	Documentation to Send to Center Financial Management Office.....59
	7.3.4	Documentation to Send to Center Security Office .....59
	7.3.5	Documentation to Send to the Non-Federal Entity.....59
	7.3.6	Documentation to Send to the Employee .....59

## **APPENDICES**

APPENDIX	A	ACRONYMS AND ABBREVIATIONS .....60
APPENDIX	B	FREQUENTLY ASKED QUESTIONS (FAQs).....62
APPENDIX	C	GUIDE TO COMPLETING OPTIONAL FORM (OF) 69 – ASSIGNMENT AGREEMENT.....66
APPENDIX	D	IPA CHECKLIST .....76
APPENDIX	E	SAMPLE INTERGOVERNMENTAL PERSONNEL ACT CERTIFICATION LETTER .....77
APPENDIX	F	IPA SALARY GUIDELINES .....78
APPENDIX	G	NASA IPA ASSIGNEE COST DATA SHEET .....80

	<b><u>Page</u></b>
APPENDIX H SAMPLE CONFLICTS-OF-INTEREST CERTIFICATIONS.....	81

**LIST OF FIGURES**

3-01 Non-Federal Entity Certification Process Flow .....	16
4-01 Incoming IPA Process Flow .....	28
5-01 Outgoing IPA Process Flow.....	41
C-01 OF 69 Page 1 .....	66
C-02 OF 69 Page 2 .....	67
C-03 OF 69 Page 3 .....	68
C-04 OF 69 Page 4 .....	69

## SECTION 1 – INTRODUCTION

This section provides an overview of the document content, as well as how the information is arranged.

### 1.1 Purpose

The purpose of this desk guide is to provide guidance to National Aeronautics and Space Administration (NASA) Human Resources Offices (HROs) with regards to their role in managing the Intergovernmental Personnel Act (IPA) program. Specifically, this desk guide provides guidance on policies and procedures related to assignments of personnel to and from NASA under the IPA program.

**Note:** This desk guide provides IPA program requirements and restrictions as identified by various policies. It also provides high-level procedures to follow for handling IPA personnel. Each Center may have additional requirements or restrictions based on the specific needs of the Center or a specific IPA agreement.

### 1.2 Background

As a Federal entity, NASA is eligible to participate in the IPA program and must adhere to various regulations set forth by the Federal Government, as well as NASA. To ensure compliance with guidelines as well as a full understanding of the roles and responsibilities of all participants, NASA utilizes an IPA agreement for documenting each incoming or outgoing IPA program participant.

The following excerpt relating to IPA agreements is taken from 5 C.F.R. Part 334, Temporary Assignments Under the Intergovernmental Personnel Act (IPA):

*The purpose of this part is to implement title IV of the Intergovernmental Personnel Act (IPA) of 1970 and title VI of the Civil Service Reform Act. These statutes authorize the temporary assignment of employees between the Federal Government and State, local, and Indian tribal governments, institutions of higher education and other eligible organizations.*

### 1.3 Applicability

This desk guide is applicable to NASA Headquarters and NASA Centers, including Component Facilities, the NASA Shared Services Center (NSSC), and the Office of the Inspector General. Unless otherwise stated, the use of the word Center(s) in the text of this document includes NASA Headquarters, the NSSC, and the Office of the Inspector General, and any reference to Center Director(s) includes the Executive Director, Headquarters Operations and the Executive Director,

NSSC. This desk guide is for use by NASA Center HROs. While other departments may be mentioned, the instructions and procedures are specifically meant for Human Resources (HR) personnel.

#### **1.4 About This Document**

This document contains information on regulations and processes relating to the IPA program. The following appendices are included in this document:

- Appendix A, Acronyms and Abbreviations
- Appendix B, Frequently Asked Questions (FAQs)
- Appendix C, Guide to Completing Optional Form (OF) 69 – Assignment Agreement
- Appendix D, IPA Checklist
- Appendix E, Sample Intergovernmental Personnel Act Certification Letter
- Appendix F, IPA Salary Guidelines
- Appendix G, NASA IPA Assignee Cost Data Sheet
- Appendix H, Sample Conflicts-of-Interest Certifications



## SECTION 2 – REFERENCES

Various regulations govern the IPA program and participants. This document contains references that, in some cases, are for specific subparagraphs; however, this section lists the document or code applicable, not the specific subparagraph. The following references were used in the preparation of this desk guide:

- a. Ethics in Government Act of 1978, 5 U.S.C. Appendix:
  - Financial Disclosure Requirements of Federal Personnel, 5 U.S.C. Appendix Title I.
  - Government-wide Limitations on Outside Earned Income and Employment, 5 U.S.C. Appendix Title V.
- b. Examination, Selection, and Placement, 5 U.S.C. Chapter 33, Subchapter VI, Assignments to and from States, January 3, 2006:
  - Definitions, 5 U.S.C. § 3371.
  - General Provisions, 5 U.S.C. § 3372.
  - Assignments of Employees to State or Local Governments, 5 U.S.C. § 3373.
  - Assignments of Employees from State or Local Governments, 5 U.S.C. § 3374.
  - Travel Expenses, 5 U.S.C. § 3375.
  - Regulations, 5 U.S.C. § 3376.
- c. Suitability, Security, and Conduct, 5 U.S.C. Chapter 73.
- d. Compensation for Work Injuries, 5 U.S.C. Chapter 81.
- e. National Aeronautics and Space Administration, 5 U.S.C. Chapter 98.
- f. Per Diem; Employees Traveling on Official Business, 5 U.S.C. § 5702.
- g. Travel and Transportation Expenses of Employees Transferred; Advancement of Funds; Reimbursement on Commuted Basis, 5 U.S.C. § 5724.
- h. Relocation Expenses of Employees Transferred or Reemployed, 5 U.S.C. § 5724a.
- i. Taxes on Reimbursements for Travel, Transportation; and Relocation Expenses of Employees Transferred, 5 U.S.C. § 5724b.
- j. Storage Expenses; Household Goods and Personal Effects, 5 U.S.C. § 5726.
- k. Transportation of Remains, Dependents, and Effects; Death Occurring Away from Official Station or Abroad, 5 U.S.C. § 5742.
- l. Annuities and Pay on Reemployment, 5 U.S.C. § 8344.
- m. Immigration and Nationality, 8 U.S.C. Chapter 12.

- n. Bribery, Graft, and Conflicts of Interest, 18 U.S.C. Chapter 11:
  - Compensation to Members of Congress, Officers, and Others in Matters Affecting the Government, 18 U.S.C. § 203.
  - Activities of Officers and Employees in Claims Against and Other Matters Affecting the Government, 18 U.S.C. § 205.
  - Restrictions on Former Officers, Employees, and Elected Officials of the Executive and Legislative Branches, 18 U.S.C. § 207.
  - Acts Affecting a Personal Financial Interest, 18 U.S.C. § 208.
  - Salary of Government Officials and Employees Payable Only by United States, 18 U.S.C. § 209.
  
- o. Elections and Political Activities, 18 U.S.C. Chapter 29:
  - Solicitation of Political Contributions, 18 U.S.C. § 602.
  - Making Political Contributions, 18 U.S.C. § 603.
  - Intimidation to Secure Political Contributions, 18 U.S.C. § 606.
  - Place of Solicitation, 18 U.S.C. § 607.
  
- p. Embezzlement and Theft, 18 U.S.C. Chapter 31:
  - Accounting Generally for Public Money, 18 U.S.C. § 643.
  - Officer or Employee of United States Converting Property of Another, 18 U.S.C. § 654.
  
- q. Public Officers and Employees, 18 U.S.C. Chapter 93:
  - Disclosure of Confidential Information Generally, 18 U.S.C. § 1905.
  - Lobbying with Appropriated Moneys, 18 U.S.C. § 1913.
  
- r. Indian Self-Determination and Education Assistance, 25 U.S.C. § 450.
  
- s. The Fair Labor Standards Act, 29 U.S.C. § 201 – 219.
  
- t. Appropriations; Subchapter III, Limitations, Exceptions, and Penalties, 31 U.S.C. Chapter 13:
  - Buying and Leasing Passenger Motor Vehicles and Aircraft, 31 U.S.C. § 1343.
  - Passenger Carrier Use, 31 U.S.C. § 1344.
  - Adverse Personnel Actions, 31 U.S.C. § 1349.
  
- u. Office of Federal Procurement Policy, 41 U.S.C. Chapter 7.
  
- v. Functions of Administration, 42 U.S.C. § 2473.
  
- w. Alaska Native Claims Settlement, 43 U.S.C. Chapter 33.
  
- x. Alaska Native Claims Settlement Act, Pub. L. No. 92-203, 85 Stat. 688, (1971).
  
- y. Intergovernmental Personnel Act of 1970, Pub. L. No. 91-648, 84 Stat. 1922, (1970).

- z. Indian Self-Determination and Education Assistance Act of 1975, Pub. L. No. 93-638, (1975).
- aa. The Federal Workforce Restructuring Act of 1994, Pub. L. No. 103-226, (1994).
- bb. Making Omnibus Consolidated Appropriations for the Fiscal Year Ending September 30, 1997, and for Other Purposes, Pub. L. No. 104-208, (1997).
- cc. NASA Flexibility Act of 2004 codified in 5 U.S.C. § 9808, Pub. L. No. 108-201, (2004).
- dd. Temporary Assignments Under the Intergovernmental Personnel Act (IPA), 5 C.F.R. Part 334.
- ee. Performance Based Reduction in Grade and Removal Actions, 5 C.F.R. Part 432.
- ff. Creditable Service, 5 C.F.R. § 531.406.
- gg. Pay Administration Under the Fair Labor Standards Act, 5 C.F.R. Part 551.
- hh. Expanded and Continuing Eligibility, Nonappropriated Fund Employees, 5 C.F.R. Part 1620.30 to 1620.36.
- ii. Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. Part 2635.
- jj. Visas: Documentation of Nonimmigrants Under the Immigration and Nationality Act, as amended, 22 C.F.R. Part 41.
- kk. Exchange Visitor Program Regulations, 22 C.F.R. § 514.20 to 514.27.
- ll. Uniform Patent Policy for Rights in Inventions Made by Government Employees, 37 C.F.R. Part 501.
- mm. Federal Travel Regulation System, 41 C.F.R. Subtitle F:
  - The Federal Travel Regulation (FTR), 41 C.F.R. Part 300.
  - Temporary Duty (TDY) Travel Allowances, 41 C.F.R. Part 301.
  - Relocation Allowances, 41 C.F.R. Part 302.
  - Payment of Expenses Connected with the Death of Certain Employees, 41 C.F.R. Part 303.
  - Payment of Travel Expenses from a Non-Federal Source, 41 C.F.R. Part 304.
- nn. NPD 1440.6H: NASA Records Management.
- oo. NPD 3000.1B, Management of Human Resources.

- pp. NPR 1441.1D, NASA Records Retention Schedules.
- qq. NPR 3300.1A, Appointment of Personnel To/From NASA; Chapter 6, Intergovernmental Personnel Act (IPA) Assignments.
- rr. NPR 3792.1B, Plan for a Drug-Free Workplace.
- ss. NASA Desk Guide on the Employment of Noncitizens, DG-08, August 2006.
- tt. NASA Desk Guide for Suitability and Security Clearance Processing.
- uu. NASA Desk Guide on Frequently Asked Questions About Human Resources Issues.
- vv. NASA Financial Management Requirements (FMR).
- ww. NASA Form (NF) 1722, NASA Position Designation Record.
- xx. 65 Comp. Gen. – B-221065, Decision of the Comptroller General of the United States, Intergovernmental Personnel Act – Assignment of Federal Employees – Regulation Expenses, September 26, 1986.
- yy. Ethics in Government Act of 1978.
- zz. Homeland Security Presidential Directive-12 (HSPD-12), Subject: Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004.
- aaa. The Immigration and Nationality Act.
- bbb. Intergovernmental Personnel Act (IPA) Agreements, Langley Procedural Requirements (LPR) 3334.1.
- ccc. Office of Government Ethics (OGE) Form 450, Confidential Financial Disclosure Report.
- ddd. OGE Memorandum from the Director: DAEOgram DO-06-031: Intergovernmental Personnel Act Summary, October 19, 2006.
- eee. Office of Personnel Management (OPM) CSRS and FERS Handbook for Personnel and Payroll Offices.
- fff. OPM Guide to Processing Personnel Actions:
  - Chapter 11, Excepted Service Appointments.
  - Chapter 15, Placement in Nonpay or Nonduty Status.
  - Chapter 16, Return to Duty from Nonpay Status.

- ggg. OPM Intergovernmental Personnel Act Mobility Program Web site:  
<http://www.opm.gov/programs/ipa>.
- hhh. OPM Optional Form (OF) 69, Assignment Agreement, Title IV, Intergovernmental Personnel Act.
- iii. Personnel Bulletin: 2008-28-TS, from NASA Director, Workforce Management and Development Division: Change to NASA Policy Regarding the Intergovernmental Personnel Act, August 28, 2008.
- jjj. Policy Memorandum from the Administrator: Delegation of Authority, August 15, 2007.
- kkk. Policy Memorandum from Associate Administrator for Human Resources and Education: Intergovernmental Personnel Act, June 23, 1999. (Made changes effective June 30, 1999.)
- lll. Policy Memorandum from NASA Headquarters Office of General Counsel, Recent Changes to the Intergovernmental Personnel Act (IPA), March 8, 2002.
- mmm. Procurement Integrity Act.
- nnn. SREF-3000-0004, NASA Guide to Processing Personnel Actions – Version 1, January 17, 2008.
- ooo. Standard Form (SF) 278, Public Financial Disclosure Report.

## SECTION 3 – GENERAL PROVISIONS

### 3.1 Definitions

This paragraph contains definitions of terms found in this desk guide. Some of the definitions also indicate roles and eligibility.

a. Center

For the purpose of this desk guide, use of the word Center(s) in the text of this document includes NASA Headquarters and the NSSC. When authority is delegated to Center Directors, the Headquarters delegation of authority is to the Executive Director, Headquarters Operations and the Executive Director, NSSC.

b. State

(a) The 50 states, District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, Pacific Trust Territories, Northern Mariana Islands, and any other possession of the United States; (b) an instrumentality or authority of a state; and (c) a Federal-State authority or instrumentality.

c. Local Government

Any political subdivision, instrumentality, or authority of a state or states; and any general or special purpose agency of such a political subdivision, instrumentality, or authority.

d. Instrumentality or Authority

An organization which: (a) is government created or controlled; (b) is public and nonprofit; (c) has some governmental function delegated to it; and (d) is recognized as an instrumentality or authority by the State or local government. Public school districts and other special purpose districts and authorities, such as housing authorities and those providing water and sewer services, fall within the definition of a local government instrumentality or authority.

e. Institutions of Higher Education

Accredited domestic four year colleges and universities, junior colleges, and technical colleges. Institutions may be public or private, both undergraduate and graduate study. Schools in United States territories and possessions such as the University of Puerto Rico are included. Foreign institutions are not included and therefore may not participate under the IPA.

f. Other Organization

A national, regional, statewide, area wide, or metropolitan organization representing member state or local governments; an association of state or local public officials; a nonprofit organization which has as one of its principal functions the offering of professional advisory, research, education, or development services, or related services to governments or universities concerned with public management; or a federally funded research and development center. Other organizations must be approved by a Federal agency before they can participate under the IPA. For information on approving these organizations, refer to paragraph 3.2, Approval of Other Organizations Including Nonprofit Organizations.

g. Indian Tribal Government

Indian tribal government as defined in 5 U.S.C. 3371(2)(c), Assignments To and From States, means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village as defined in 85 Stat. 688, Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians and includes any tribal organization as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act. Indian tribes may participate under the IPA.

h. Non-Federal Entity

This term is not specifically defined in law or regulation, but it will be used in this desk guide as an abbreviated way of referring to all of the governments and organizations outside the Federal Government that may participate under the IPA.

i. Appointment

An appointment is considered any personnel action that brings an individual onto the rolls (staff) of an agency. This includes time-limited appointments that could be used to bring an IPA onto NASA's rolls.

j. Detail

A detail is defined as the temporary assignment of an employee to a different position or set of duties for a specified period of time. Detailee refers to the employee on a detail assignment.

### 3.2 Approval of Other Organizations Including Nonprofit Organizations

If a non-Federal entity meets the definition in paragraph 3.1, Definitions, of an “Other Organization,” NASA must ensure the non-Federal entity is approved to participate in the IPA program. This paragraph provides information on how to determine if a non-Federal entity has already been approved, as well as guidelines for approving other organizations.

**Note:** Colleges and universities that meet the criteria of Institutions of Higher Learning in paragraph 3.1, Definitions, are approved to participate in the IPA program.

The following flowchart provides an overview of the steps needed to approve other organizations, including nonprofit organizations:

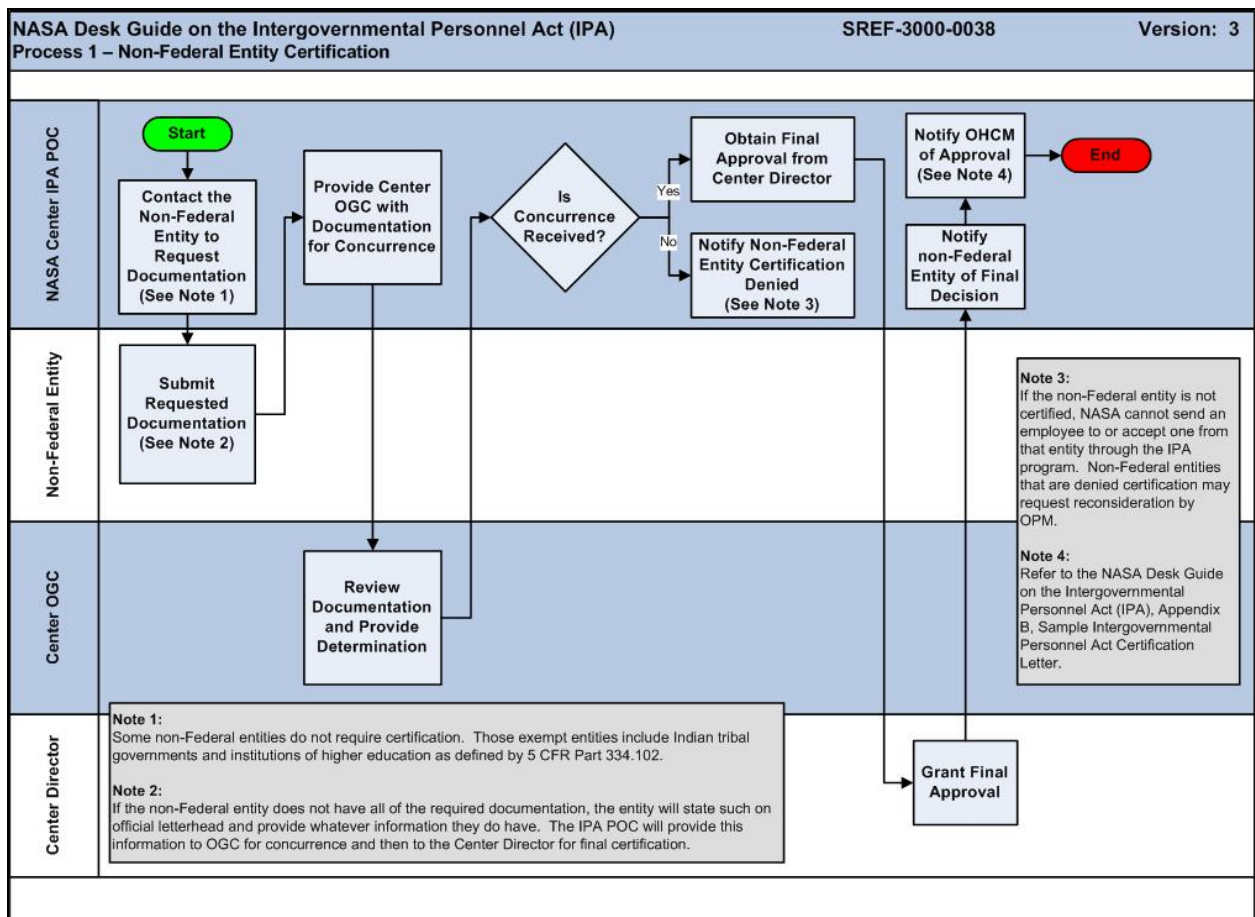


Figure 3-01. Non-Federal Entity Certification Process Flow



### **3.2.1 Authority**

The Center Director or designee has the authority to approve other organizations to participate in the IPA program. (Refer to Policy Memorandum from Associate Administrator for Human Resources and Education, June 23, 1999.) They are responsible for ensuring all of the following:

- The non-Federal entity meets the definition of “other organization” as defined in paragraph 3.2, Definitions.
- The required documentation is obtained.
- A copy of the subsequent approval letter is sent to the Office of Human Capital Management (OHCM), Workforce Management and Development Division (WMDD).

### **3.2.2 Previously Approved Organizations**

There is no Government-wide list of organizations that have been approved by Federal agencies. OHCM does maintain a list of organizations previously approved throughout NASA. A copy of this list can be obtained on the Human Capital Information Environment (HCIE) portal in the IPA section.

### **3.2.3 Approval by Other Federal Agencies**

An organization may have been approved by another Federal agency. If an organization has already been certified by another Federal agency, this certification is permanent and may apply throughout the Federal Government. Centers, therefore, can accept this certification or require an organization to submit the appropriate paperwork for review.

### **3.2.4 Documentation Required for Approval of Other Organizations Including Nonprofits**

To obtain approval for participating in the IPA program, other organizations must submit the following documentation to the Center IPA POC:

- Bylaws.
- Articles of incorporation.
- Internal Revenue Service nonprofit statement.
- Documentation that the principal function of the non-Federal entity is offering professional advisory, research, educational, or development services, or related services to governments or universities concerned with public management.

There may be times when a qualifying organization does not have the required documentation listed above. In that case, the Center IPA POC should work with his or her local Chief Counsel to determine what documentation is appropriate to substitute for the above.

**Note:** An organization denied certification may request reconsideration by OPM.

### 3.2.5 Record of Approval

When a Center approves an entity, it must send an approval letter to that organization. Refer to Appendix E, Sample Intergovernmental Personnel Act Certification Letter, for a sample letter. The Center's approval letter and supporting documentation or the approval letter from another Federal agency should be filed with the IPA agreement and a copy must be included when the agreement is sent to OHCM WMDD.

### 3.2.6 Federally Funded Research and Development Centers (FFRDCs)

FFRDCs that appear on the National Science Foundation Web site may participate in the IPA program without going through the approval process described above. The list of FFRDCs is available at <http://www.nsf.gov/statistics/nsf06316/>. This list is arranged by Federal agency. NASA is allowed to enter into IPA agreements with any of the FFRDCs listed.

The Jet Propulsion Laboratory (JPL) is an approved FFRDC, and IPA assignments can be made to/from JPL by using the IPA program in most cases. However, there are instances where the IPA program is not the appropriate vehicle to use. Therefore, it is critical that a determination be made as to the funding source and job duties **before** an IPA agreement is considered. For example, for Agency-sponsored training programs (where the Center is paying employee salary and benefits and the Program is paying for travel costs, etc.), the IPA program should **not** be used as no cost sharing can take place. Also, the NASA/JPL contract has specific vehicles in place for expertise or consultant requirements. Center Counsel guidance should be considered prior to making this decision.

### 3.3 Employee Eligibility

#### 3.3.1 Federal Employees

Not every NASA employee is eligible to participate in the IPA program. The following lists indicate which employees are eligible and which are not eligible to participate in the IPA program:

**Eligible:**

- NASA employees serving on career or career-conditional appointments.
- Excepted service appointments in tenure groups I and II without time limitation.
- Career SES appointments.
- Presidential Management Fellows.

**Not Eligible:**

- Employees serving under temporary, term, or other time-limited appointments.
- Employees serving in noncareer SES, limited SES, and Schedule C appointments.
- Any employee who has served a total of 6 years under one or more IPA programs during their Federal employment. There is a waiver process for this eligibility. Refer to paragraph 3.5.2, Time Limits, for additional information.

In determining if an excepted service appointment is time limited, you should consider whether or not the appointment is set to expire. For instance, Schedule A appointments for disabled individuals permit conversion to the competitive service after 2 years. However, even if the conversion is not effected, the employee may continue under the excepted appointment. Thus, the appointment does not terminate at the conclusion of the 2-year period, and the employee on this type of appointment would be eligible to participate in the IPA program. Contrast this situation with a cooperative education student who must be terminated if he or she is not converted to the competitive service within 120 days after graduation. Thus, the excepted appointment is time limited, and the employee would not be eligible to participate in the IPA program.

Employees serving a probationary period are eligible to participate under the IPA. However, Centers should keep in mind that service on the IPA would count toward completion of the probationary period, so NASA supervisors may be giving up the opportunity to evaluate an employee directly if he or she is away on an IPA assignment during the probationary period.

**Note:** Unlike employees from non-Federal entities, there is no minimum period for a NASA employee to be on the rolls before he or she may serve under an IPA assignment.

### 3.3.2 Non-Federal Employees

Not every employee of a non-Federal entity is eligible to participate in the IPA program. The following lists indicate which employees of eligible non-Federal entities are eligible and which are not eligible to participate in the IPA program:

**Eligible:**

- Employees of non-Federal entities provided that they occupy a career position and have been with the entity for at least 90 days.
- If an employee changes from one non-Federal entity to another, he or she does not have to begin a new 90-day period provided that both organizations are eligible to participate in the IPA program.
- Since non-Federal entities do not always use the precise terms that are used in the Federal Government, it is important to examine the actual situation. For example, a university professor may not be called permanent, but may have worked at an institution for many years and is expected to continue working there. In such a case, the individual would be eligible to participate.

**Not Eligible:**

- Students employed at institutions of higher education in research, graduate, or teaching assistant positions.
- Elected officials of state and local governments.

### 3.4 Authority to Approve Assignments

#### 3.4.1 Approvals by NASA Administrator

The Administrator, unless otherwise delegated, must approve:

- Incoming IPA assignments (appointments, details, or extensions) to Senior Executive Service (SES), Senior Technical (ST), Senior Leader (SL), or NASA Excepted (NEX) positions.
- Outgoing IPA assignments of SES, ST, SL, or NEX employees (including extensions).
- All assignments to NASA, regardless of position level, of Foreign Nationals.

The Policy Memorandum from the Administrator dated August 15, 2007 delegates this authority to the Associate Administrator without authority for further delegation.

#### 3.4.2 Approvals by Center Directors

Center Directors, unless otherwise delegated, must approve:

- Incoming IPA assignments (appointments, details, or extensions) to General Schedule (GS) positions.
- Outgoing IPA assignments of GS employees (including extensions).

### 3.5 Limits on Time Served and Number of Assignments

#### 3.5.1 Calculating IPA Time Served and Number of Assignments

- a. IPA assignments may be full time, part time, or intermittent; although for work schedules other than full time, a cost analysis is recommended. When determining whether an assignment has reached a time limit, the length of the assignment is counted, regardless of the work schedule.

**Example:** An individual who began a part-time IPA assignment on January 1, 1997 would still be considered to have completed 2 years on January 1, 1999, just as someone on a full-time IPA assignment would.

- b. Per 5 C.F.R. 334.104, successive assignments with a break of no more than 60 calendar days are regarded as continuous service. Since this requirement is contained in law, it cannot be waived by OPM.

**Warning:** When evaluating the time-limit provisions, it is critical that Centers are aware that IPA assignments are not to be used as permanent arrangements. The use of the 60-day break is not intended to provide a means for indefinite assignments.

#### 3.5.2 Time Limits

- a. The enactment of the NASA Flexibility Act of 2004 authorizes IPA assignments (in combination with extensions) to be extended for a total of 6 years for the entire assignment. This means that a Federal or non-Federal employee may not serve on an IPA assignment for more than 6 continuous years without returning to his or her home organization for at least 12 months.
- b. Federal employees are limited to no more than a total of 6 years on IPA assignments while working for the Federal Government (e.g., One 6-year assignment, three 2-year assignments, etc.). Breaks in assignments have no effect on this 6-year limitation. This means that any IPA assignments completed while working for another Federal agency must be included in determining if the 6-year limit has been met. However, if the Federal employee previously worked for a non-Federal entity and was on an IPA assignment to the Federal government, that time is not counted towards the 6-year time limit. Only the time on IPA assignments while the person was a Federal employee is counted towards the 6-year limit for Federal employees.

- c. There is an exception to the 6-year time limit for Federal employees. OPM may waive the 6-year restriction upon written request. Breaks in assignments have no effect on this 6-year limitation. If a Center feels that it has a compelling reason to have the 6-year limit waived for an employee, a justification must be submitted to OHCM for approval. OHCM will then forward the request to OPM for final approval/waiver.

## **3.6 Funding**

IPA assignments must be fully funded for the period of performance at the signing of the agreement, including any applicable extensions. The OPM Intergovernmental Personnel Act Mobility Program Web site provides guidelines for costs associated with the IPA program. This paragraph and the subparagraphs provide overview information related to funding, costs, and financial safeguards. Additionally, this desk guide addresses specific issues of detailee and appointee pay in Section 4, Assignments to NASA, and Section 5, Assignments from NASA.

### **3.6.1 Cost Sharing**

Cost-sharing negotiations between NASA and the non-Federal entity will determine the percentage of allowable costs that each organization will pay. Cost-sharing arrangements should be based on the extent to which the participating organizations benefit from the assignment. NASA expects that the non-Federal entity will pay at least 10% of the total cost of the assignment. Total cost includes salary and fringe benefits. If there is less than a 10% cost share, the non-Federal entity must provide a written justification that must be accepted by NASA and should be kept as part of the Assignment Agreement. A copy of the justification should be sent by the Center IPA POC to OHCM. The cost sharing arrangement must be documented on the NASA IPA Assignee Cost Data sheet located in Appendix G, and a copy must be sent to OHCM along with a copy of the IPA agreement.

When NASA is paying for an assignment, there must be a written justification explaining how the assignment benefits the Agency. This is particularly important when a NASA employee is being assigned to a non-Federal entity because on the surface it would appear that the non-Federal entity is receiving a significant benefit.

There may be situations where the non-Federal entity does not have the resources to fund the assignment on a shared-cost basis, yet the assignment is important for both NASA and the non-Federal entity. In this instance, as stated above, a written justification would be required and a copy must be sent to OHCM along with a copy of the agreement.

NASA can pay costs associated with salaries, benefits, and travel. For more information on the allowable expenses under these categories, refer to:

- Section 4, Assignments to NASA:
  - 4.1.3, Pay
  - 4.1.4, Awards
  - 4.1.6, Benefits
  - 4.2.4, Setting Salary
  - 4.2.6, Awards

- 4.2.8, Benefits
- Section 5, Assignments from NASA:
  - 5.1.3, Pay
  - 5.1.5, WRIs and QSIs
  - 5.1.6, Awards
  - 5.1.7, Promotions
  - 5.1.9, Benefits
  - 5.2.3, Pay
  - 5.2.5, WRIs and QSIs
  - 5.2.6, Awards
  - 5.2.7, Promotions
  - 5.2.9, Benefits
- Section 6, Travel Costs

### **3.6.2 Indirect and/or Administrative Costs**

NASA no longer pays indirect or administrative costs. NASA will honor any agreement that currently includes these provisions; however, they must not be included in any new agreement. If extensions are desired for current agreements that include indirect or administrative costs, the funding organization should determine if they wish to continue paying for indirect costs or if the agreement should be re-negotiated to exclude these costs.

### **3.6.3 IPA Invoices and Financial Safeguards**

The Center's Financial Management Officer and the Office of Budget Management and Systems Support are responsible for ensuring that adequate financial safeguards are included in the terms of all agreements. All individuals responsible for reviewing IPA invoices and providing approvals are responsible for understanding the provisions of the IPA agreement for which the invoice applies.

There are no separate review and payment processes specifically for the IPA program. Therefore, the existing policies and procedures should be followed for reviewing and paying IPA invoices and for maintaining all documentation. Special attention must be paid to appropriately and completely documenting all costs associated with each IPA program agreement.

Refer to the following sections of the NASA Financial Management Requirements (FMR):

- NASA FMR, Volume 13, Contract Financial Management; Chapter 2, Contract Payment; Section 020503.C identifies the documentation requirements for support and payment of invoices.
- NASA FMR, Volume 13, Contract Financial Management; Chapter 2, Contract Payment; Section 020602 contains information concerning the examination of invoices prior to payment.
- NASA FMR, Volume 13, Contract Financial Management; Chapter 2, Contract Payment; Section 020601, states the following:

***No payment is made without evidence of a liability and a determination of entitlement. The nature and extent of procedures***

*vary for financing and invoice payments. Entitlement to financing payments shall be determined by contract terms and conditions, including any required approvals by contracting officers, contract administrators, or contract auditors. Entitlement to invoice payments shall include, as applicable, additional determinations such as proof of receipt and acceptance, receipt of a proper invoice, and verification of all computations.*

Please note that the authorized approving official for IPA invoices must validate that the information and amounts on the invoices are accurate and true before approving the invoices for payment. It is critical that invoices are reviewed and validated as proper and correct before payment is authorized. It is strongly suggested that someone from the organization in which the IPA assignee is working (such as the IPA assignee's supervisor) be authorized to validate invoices.

For more information on processing invoices, contact your Center Financial Management Office.

### **3.7 Voluntary Nature of Assignments**

NASA, the non-Federal entity, and the employee must all agree to an IPA assignment. NASA may not order an employee to accept an IPA assignment.

Either NASA or the non-Federal entity may terminate an assignment in accordance with the agreement. There is nothing in law or regulation that specifically gives an employee the right to end an assignment. However, if an employee does not want to continue an assignment, NASA or the non-Federal entity can terminate the assignment. Refer to 5 C.F.R. Part 334.107, Termination of Agreement, for more information.

### **3.8 Standards of Conduct**

OGE has written a helpful summary of ethics laws and regulations that apply to IPA assignees. It is entitled Intergovernmental Personnel Act Summary, dated October 19, 2006, and can be found on their Web site at: [www.usoge.gov](http://www.usoge.gov).

#### **3.8.1 Standards of Conduct for Incoming IPA Assignees**

A non-Federal employee who is appointed to a Federal position is considered a Federal employee for virtually all purposes, including all applicable ethics provisions. A non-Federal employee who is detailed to a Federal agency is deemed to be a Federal employee only for limited purposes including specified ethics provisions for purposes of:

- 5 U.S.C. Chapter 73 (employment limitations, political activities, foreign gifts and decorations, gifts from prohibited sources, gifts between employees, certain kinds of misconduct, and drug and alcohol abuse).
- The Ethics in Government Act (financial disclosure and outside earned income limitations), 41 U.S.C. Chapter 7, Office of Federal Procurement Policy (procurement integrity).



- Criminal Conflict of Interest statutes, including 18 U.S.C. §§ 203 (paid representation before Federal government), 205 (unpaid representation before Federal government), 207 (post-employment restrictions), 208 (conflict-of-interest), and 209 (supplementation of Federal salary by non-Federal sources).
- 18 U.S.C. §§ 602, 603, 606, 607, 643, and 654 (political contributions, accounting for public money, and conversion of property).
- 18 U.S.C. §§ 1905 and 1913 (disclosure of confidential information and lobbying with appropriated moneys).
- 31 U.S.C. §§ 1343, 1344, and 1349(b) (passenger motor vehicle and aircraft purchase and use).

To help ensure that IPA assignees (whether by detail or appointment) avoid conflicts of interest or other ethics violations, the following are additional responsibilities associated with making IPA assignments to NASA:

- All assignees must file a financial disclosure report when they start (as a New Entrant) and thereafter on an annual basis while they serve in an IPA position. Assignees who are assigned to NASA positions established for and normally filled by SES personnel must file a Public Financial Disclosure Report (SF 278). All other IPA assignees should file a Confidential Financial Disclosure Report (OGE Form 450) either in advance of the assignment or within 30 days of starting the NASA assignment.
- Assignees and their supervisors must complete annual ethics training.
- IPA agreements and extensions must be annotated to reflect that the assignees are aware of these requirements. This can be done by inserting the statement, “The employee has been advised of the requirement to file a financial disclosure form (both as a new entrant to NASA and on an annual basis) and to complete annual ethics training.” In addition, Centers could choose to use an ethics certification like the ones in Appendix H, Conflicts-of-Interest Certifications.
- Centers are also responsible for ensuring that IPA agreements and extensions of detailees are reviewed by local counsel for conflicts of interest prior to execution.
- It is a good idea to have potential IPA assignees contact local counsel before starting their NASA assignments to discuss how ethics laws and regulations may apply to their service at NASA and upon their return to non-Federal employment. This is especially important for those IPA assignees who will serve in SES positions.
- Centers must provide the IPA assignees with written ethics materials upon entry and offer an opportunity to meet with Center counsel to discuss potential conflicts. Appropriate ethics materials would include a copy of 5 C.F.R. Part 2635, Standards of Ethical Conduct for Employees of the Executive Branch, and an overview of the criminal conflict of interest statutes (18 U.S.C. §§ 203, 205, 207, 208, and 209).

## **Intellectual Property Provisions**

The following intellectual property provisions should be noted on the IPA agreement:

- The IPA assignee shall be subject to 37 C.F.R. 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 appointees and detailees) during the assignment.

### 3.8.2 Standards of Conduct for Outgoing IPA Assignees

**Important:** NASA employees on IPA assignments to non-Federal entities remain Federal employees whether they are on detail or on leave without pay. Therefore, the NASA employee continues to be subject to the Hatch Act and all Federal ethics laws and regulations (including 5 C.F.R. Part 2635) while working for the non-Federal entity.

NASA employees:

- Must also continue to file financial disclosure reports on an annual basis. Those who file confidential financial disclosure reports (OGE Form 450) must submit them annually by February 15th. Those who file public financial disclosure reports must file them by May 15th or be subject to a \$200 late filing fee.
- Should not represent a non-Federal entity before any Federal agency or a court in any matters in which the Federal government is involved (unless authorized in the IPA agreement).
- Should not engage in activities that would create a conflict of interest with their Federal positions. For example, employees should seek legal advice from NASA counsel if they decide to seek permanent employment with the non-Federal organization where they are assigned instead of returning to NASA.
- May have post-employment restrictions when they leave Federal service.

Since such violations of ethics laws can result in criminal penalties or civil fines, a NASA attorney should be contacted before they start, at any time during, and at the end of their IPA assignments to discuss any such ethics issues.

## SECTION 4 – ASSIGNMENTS TO NASA

This section provides information on IPA assignments (both details and appointments), as well as standards of conduct for all assignees. It also contains specifics relating to noncitizens on IPA assignments (both details and appointments).

IPA assignees may come to NASA either by detail or appointment. Regardless of how assignees are assigned to NASA, the following items apply:

- IPAs are entered into WTTS (per Personnel Bulletins 2007-01-CJD and 2006-46-CI).
- Positions that IPAs occupy must have an associated NF 1722 (Position Risk Designation).
- IPAs will receive an IPA badge (which is the same color as a contractor badge, but has an affiliation of IPA).

As explained in this section, there are differences between details and appointments.

**Note:** There are no differences concerning the duties and responsibilities that an assignee may perform for NASA, and regardless of which mechanism is used, assignees may perform supervisory or nonsupervisory roles.

Refer to Appendix D, IPA Checklist, and Appendix F, IPA Salary Guidelines, when preparing IPA assignment agreements.

The following flowchart provides an overview of the steps needed for incoming IPA personnel:

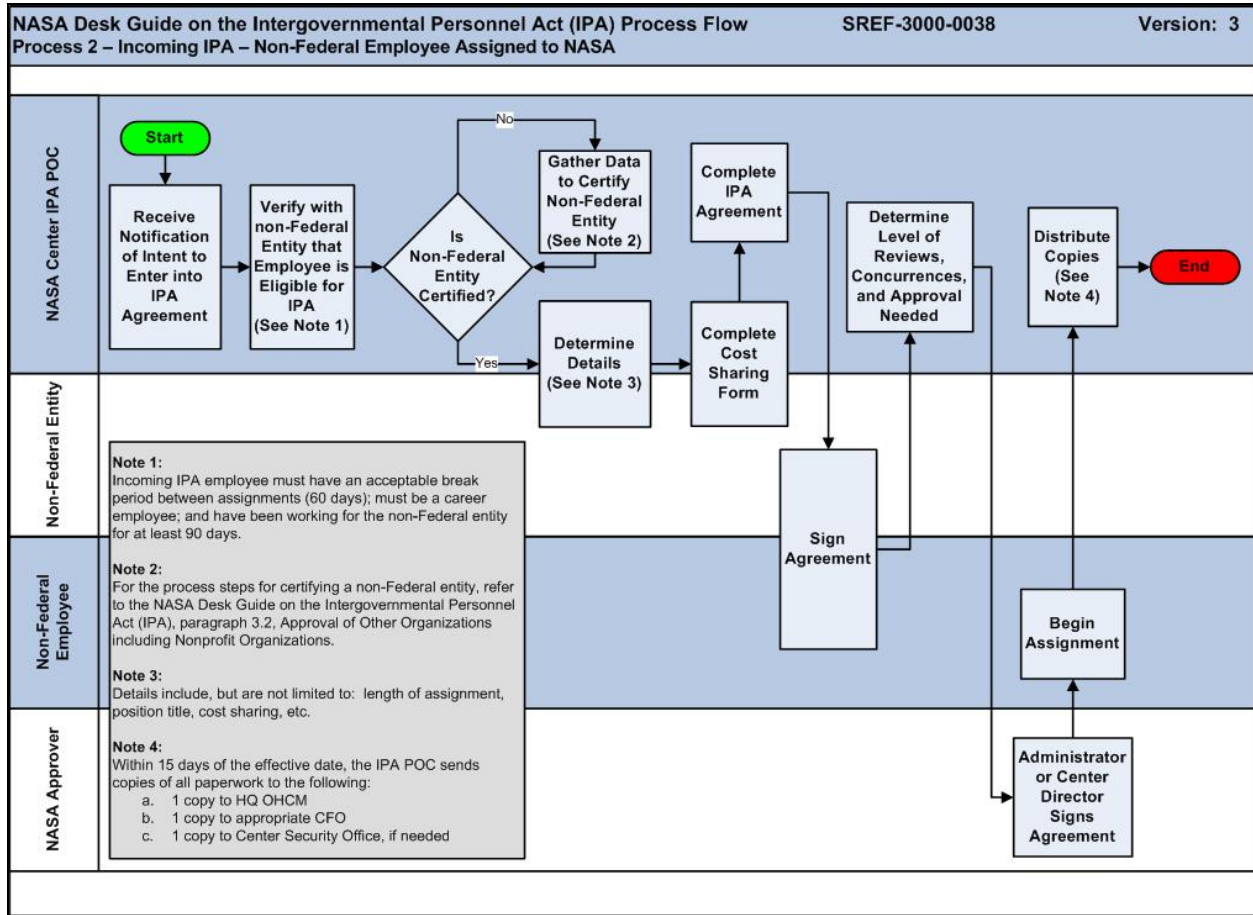


Figure 4-01. Incoming IPA Process Flow

## 4.1 Detail to NASA IPA Assignment

Detail is defined as the temporary assignment of an employee to a different position or set of duties for a specified period of time.

### 4.1.1 Nature of the Detail

Like other detail assignments, the detailee continues to be an employee of the organization from which he or she is detailed. He or she is not an employee of NASA and does not count against the Agency's Full Time Equivalent (FTE) ceiling.

The detailee may be assigned to a position that requires a National Security Clearance.

### 4.1.2 Processing the Detail

Since detailees are not NASA employees, no personnel action is processed. The IPA agreement is the authorizing document.

### 4.1.3 Pay

- **Determining Salary:** Detailees should not lose income by accepting an assignment in the IPA program. The detailee continues to be paid by the non-Federal entity and NASA may reimburse the non-Federal entity for all or part of the detailee's salary even if it exceeds pay limitations for Federal employees. Sometimes, in addition to the salary, the detailee earns consulting fees or other income that he or she will have to give up to accept the IPA assignment. This income can be considered as part of the detailee's pay, and NASA can include the other income when determining what amount should be reimbursed to the non-Federal entity to cover the detailee's salary. Even when consulting fees and other income are included in the reimbursement, the full reimbursement goes directly to the non-Federal entity, which then pays the detailee. When determining the pay for a detailee, there is no pay cap.
- **Salary Supplement:** If the pay from the non-Federal entity (including the reimbursement for consulting fees and other income described in the preceding paragraph) is less than the pay for the classified position to which the detailee is assigned, NASA must pay a salary supplement to the non-Federal entity to make up the difference. The supplement may not be paid in advance or in a lump sum, and it may be paid directly to the detailee or the non-Federal entity that would in turn pay the detailee. The amount of the salary supplement may change because of such factors as Federal pay increases or changes in the detailee's salary with the non-Federal entity. If the detailee is assigned to unclassified duties, there is no salary supplement because there is no additional pay associated with the unclassified duties.

### 4.1.4 Awards

NASA may grant nonmonetary awards to detailees, but monetary awards may not be granted in connection with their assignment to NASA. However, Centers may work with the non-Federal entity if a monetary award is appropriate. The non-Federal entity could grant the award under its procedures, and the Center could reimburse the cost.

### 4.1.5 Work Weeks, Leave, and Overtime

Generally, detailees work the same work weeks and schedules as the NASA organization to which they are detailed. However, if a local law or ordinance requires a shorter work week at the non-Federal entity, they must be permitted to work this shorter work week. They are excused for Federal holidays, and they should also be excused for any state holiday that the non-Federal entity observes.

Detailees earn leave in accordance with the non-Federal entity's leave system. The IPA agreement should contain the procedures that will be followed to administer leave for the detailee.

**Note:** If the employee does not use his or her leave (e.g., vacation), NASA will not reimburse the non-Federal entity for unused leave at the end of the assignment.

#### 4.1.6 Benefits

Detailees continue to earn benefits under the programs of the non-Federal entity. NASA may reimburse the non-Federal entity for the employer's share of contributions to benefit programs such as health insurance and retirement.

##### a. Workers Compensation

For the purposes of Workers Compensation, an IPA detailee who suffers a disability or dies as a result of personal injury sustained while performing his or her duties during an assignment will be treated as an employee who has sustained an injury or dies while performing his or her duties per Title V, Section 8101, Chapter 81, subchapter I. When an employee (or dependents in case of death) is entitled to benefits under 5 U.S.C. Chapter 81, Subchapter I, is also entitled to benefits from a State or local government for the same injury or death, he or she (or dependents in case of death) shall elect which benefits he or she will receive.

If the detailee is also eligible for benefits under the non-Federal entity's compensation program, he or she has the option of electing the greater benefit.

The election:

- Shall be made within 1 year after the injury or death, or such further time as the Secretary of Labor may allow for reasonable cause shown.
- Is irrevocable unless otherwise provided by law.

##### b. Liability Insurance

IPA detailees are not eligible to be reimbursed for personal or professional liability insurance.

c. Fringe Benefits

Fringe benefits are various non-wage compensations provided to employees in addition to their normal wages or salaries. Fringe benefits can include, but are not limited to:

- Housing (employer-provided or employer-paid)
- Group insurance (health, dental, life, etc.)
- Income protection
- Retirement benefits
- Daycare
- Tuition reimbursement
- Sick leave
- Vacation (paid and nonpaid)
- Social Security
- Profit sharing
- Funding of education

The types and percentages of fringe benefits authorized must be documented on the IPA agreement (OF 69) in Part 9, Fiscal Obligations, as part of the assignment agreement.

#### **4.1.7 Conduct and Performance Actions**

If a conduct or performance problem emerges, either NASA or the non-Federal entity has the option of terminating the IPA agreement and returning the individual to the non-Federal entity. The IPA agreement should specify the amount of notice necessary before the assignment can be terminated. Centers may want to consider including a provision that permits a shorter notification period or none at all if a performance or conduct problem emerges. This should be documented on the IPA agreement (OF 69) in Part 10, Conflicts of Interest and Employee Conduct.

#### **4.1.8 Training**

Detailees are required to take certain Federally mandated and/or agency-required training in accordance with applicable law, statute, regulation, etc. (e.g., ethics or Information Technology (IT) security training).

### **4.2 Appointment to NASA IPA Assignment**

An appointment is considered any personnel action that brings an individual onto the rolls (staff) of an agency. This includes time-limited appointments that could be used to bring an IPA assignee onto NASA's rolls. Personnel appointed to NASA through the IPA program become Civil Servants (CSs). However, the majority of incoming IPA personnel are detailees, not appointees.

### 4.2.1 Nature of the Appointment

Appointments under the IPA program are time limited, excepted service appointments for 2 years that can be extended for up to 6 years. The appointee is a NASA employee and counts against the Agency's FTE ceiling.

Appointments under the IPA program may be made without regard to the career transition regulations or the reemployment priority list. Because the action is an appointment, a former Federal employee who received a voluntary separation incentive payment (buyout) within the 5 years preceding the appointment must repay the full amount of the buyout in accordance with the repayment provisions of the applicable law. There have been several laws that authorized buyouts and Centers need to determine which law is applicable to the appointee. The law will determine, for example, whether the individual must make the repayment before the appointment (Public Law 104-208) or whether it can be made after the appointment (Public Law 103-226). Public law 103-226, The Federal Workforce Restructuring Act of 1994, permitted OPM to waive the repayment requirements, but most laws enacted after it have no provision for waiver. Repayments are made to the agency from which the employee received the buyout, which may or may not be NASA.

**Note:** Detailees to NASA are not subject to the repayment provisions; only appointees to NASA are subject to the repayment provisions.

### 4.2.2 Processing the Appointment

The rules for processing IPA and other appointments are contained in OPM's Guide to Processing Personnel Actions, Chapter 11, Excepted Service Appointments, and in the NASA Guide to Processing Personnel Actions, Section 2, Process 1 – Center-initiated Actions and Required Documentation. While information contained in these documents does not specifically address IPA appointments, it applies to them.

### 4.2.3 SES Positions

NASA and a non-Federal entity can negotiate an agreement under the IPA program to fill an SES position. However, the IPA appointing authority may not be used by itself to authorize the action. If the Center proposes to fill the position by appointment, they must obtain approval from the Administrator or designee. Requests for a limited-term SES authority must be submitted through OHCM WMDD and must include:

- A completed NF 1669, Executive Personnel Action Document
- A copy of the proposed IPA agreement
- A description of the assignee's qualifications
- A description of the duties which he or she will perform



Under the NASA Flexibility Act of 2004, such appointments are limited to 4 years or less if the duties of the position will expire at the end of such term, or 1 year or less if the duties are expected to continue. In rare circumstances, the NASA Administrator may authorize an extension. Refer to the NPR 3100.1A, Management of the Senior Executive Service, for more details on term limited appointments.

#### 4.2.4 Setting Salary

Appointees should not lose income by accepting an assignment in the IPA program. Therefore, this paragraph contains the flexibilities to help meet this intent.

An individual appointed to a position in NASA is covered by laws concerning classification and pay setting. Like other new appointees, his or her salary would normally be set at the first step of the grade. However, Centers may use their authority to make appointments above the minimum step based on superior qualifications in order to match an appointee's existing salary with a non-Federal entity or to meet a special need of NASA. In addition to an appointee's current salary, a Center should also consider consulting fees and other income that he or she may be giving up to accept the IPA assignment.

**Example:** If an individual is earning an artificially low salary because he or she is working for a nonprofit organization, but earns a much higher rate of pay when he or she performs consulting services for other organizations, these higher consulting fees can be taken into account when setting the salary.

There may be some situations where an appointee's rate of pay is still below the rate that he or she was receiving at the non-Federal entity. If such a situation exists, a Center may want to consider using a detail instead of an appointment. As explained in paragraph 4.1.3, Pay, the assignee would continue to earn the higher salary and NASA could reimburse the non-Federal entity.

If it is determined that an appointment (and not a detail) will be used, the non-Federal entity can continue to pay the appointee the difference between his or her Federal salary and the salary that was being earned only in accordance with 18 U.S.C. Sec. 209, Salary of Government Officials and Employees Payable Only by United States. 18 U.S.C. Sec. 209 restricts a Federal employee from receiving compensation for his or her position from another source except the treasury of a state, county, or municipality.

**Example:** A state or local government could continue to pay the appointee to make up the difference, but a private organization could not.

Because this is a criminal statute with potential penalties for the appointee, Centers should obtain complete documentation concerning the non-Federal entity's funding source before authorizing such an arrangement. If it is determined that such an arrangement is permitted, NASA would have the option of reimbursing the non-Federal entity.

**Note:** Even if NASA intends to reimburse the non-Federal entity, the arrangement is not permitted if the non-Federal entity will not be paying the employee from a state, county, or municipal treasury.

#### 4.2.5 Within-range Increase (WRI)

Appointees are eligible for WRIs if they are on appointments of more than 1 year. An appointee on a series of appointments of 1 year or less is not eligible for a WRI regardless of the number of successive appointments. However, if an appointment of 1 year or less is converted to an appointment of more than 1 year, the service under the initial appointment is credited for completion of the waiting period.

**Example:** An assignee is given an appointment not to exceed 1 year at step 1 of the grade. After 26 weeks, he or she is converted to an appointment not to exceed 18 months. The initial 26 weeks is credited toward completion of the waiting period, and he or she would be eligible for an increase to step 2 after 26 more weeks.

#### 4.2.6 Awards

Appointees are eligible for performance and incentive awards. They are also eligible for Quality Step Increases (QSIs) provided that they are on appointments of more than 1 year and the necessary documentation (such as a performance rating) supports the increase.

#### 4.2.7 Work Weeks, Leave, and Overtime

Appointees may earn and use leave under the same conditions as other Federal employees. Provisions concerning Federal work weeks and holidays are applicable to appointees.

Appointees are governed by the applicable overtime rules (i.e., 5 C.F.R. Part 551, Pay Administration Under the Fair Labor Standards Act, and 29 U.S.C. Sec. 201 – 219, The Fair Labor Standards Act). Because of the nature of most IPA assignments, it is likely that most appointees would be exempt from Fair Labor Standards Act (FLSA) coverage. The FLSA determination is made when the position to which the appointee is assigned is classified.

## 4.2.8 Benefits

### a. Workers Compensation

For the purposes of Workers Compensation, an IPA appointee who suffers a disability or dies as a result of personal injury sustained while performing his or her duties during an assignment will be treated as an employee who has sustained an injury or dies while performing his or her duties per Title V, Section 8101, Chapter 81, subchapter I. When an employee (or dependents in case of death) is entitled to benefits under 5 U.S.C. Chapter 81, Subchapter I, is also entitled to benefits from a State or local government for the same injury or death, he or she (or dependents in case of death) shall elect which benefits he or she will receive.

If the appointee is also eligible for benefits under the non-Federal entity's compensation program, he or she has the option of electing the greater benefit.

The election:

- Shall be made within 1 year after the injury or death, or such further time as the Secretary of Labor may allow for reasonable cause shown.
- Is irrevocable unless otherwise provided by law.

### b. Retirement Programs

Appointees to NASA are not eligible to participate in either the Civil Service Retirement System (CSRS) or the Federal Employees Retirement System (FERS), and therefore cannot participate in the Thrift Savings Plan (TSP).

If an appointee is receiving a CSRS or FERS annuity, that annuity is not affected by an appointment. He or she will continue to receive the full annuity and will receive the full salary of the position. The service with NASA may not be used to establish eligibility for a supplemental or redetermined annuity and therefore after the appointment is completed, he or she does not have the option of making a deposit for service under the IPA.

If a non-Federal entity fails to continue making contributions for retirement, NASA may make those contributions. If this will be done, it should be spelled out in the agreement. The Center and the non-Federal entity should develop procedures for NASA to submit the contributions.

c. Life and Health Insurance Programs

Appointees may not participate in the Federal Employees' Group Life Insurance (FEGLI) program.

Most appointees may not participate in the Federal Employees Health Benefits (FEHB) program. However, if an appointee loses health coverage with the non-Federal entity by virtue of his or her appointment with NASA and the non-Federal entity paid all or part of the cost, he or she may enroll in FEHB. A letter from the non-Federal entity stating such should be obtained and kept on file as justification.

**Note:** There may be rare situations where an individual had coverage under FEGLI, FEHB, or a Federal retirement system with the non-Federal entity (e.g., certain long-time employees of the District of Columbia Government). In these situations, the appointee can continue coverage when appointed to NASA.

If a non-Federal entity fails to continue making contributions for health insurance or life insurance, NASA may make those contributions. If this will be done, it should be spelled out in the agreement. The Center and the non-Federal entity should develop procedures for NASA to submit the contributions.

d. Social Security

If an appointee was covered by Social Security with the non-Federal entity, that coverage continues with NASA, and the appropriate deductions from salary must be made. If the appointee was not covered by Social Security with the non-Federal entity, he or she is not covered with NASA, and no deductions are made.

e. Liability Insurance

NASA may reimburse appointees for personal and professional liability insurance in accordance with applicable law or statute.

## 4.2.9 Conduct and Performance Actions

In theory, NASA can take a performance or disciplinary action against an IPA appointee. The appointee's rights are determined as they would be for other employees.

**Example:** Nonveterans would not be covered by 5 C.F.R. Part 752, Adverse Actions, because their appointments are limited to 2 years or less. This is true even if they receive an extension for another 2 years because at any time the actual appointment is limited to 2 years or less. On the other hand, veterans with more than 1 year of continuous NASA service would be covered.

In practice however, if a Center has a situation so severe that it would warrant discipline, the IPA agreement should simply be terminated and the appointee returned to his or her organization. NASA has the right to terminate an agreement as does the non-Federal entity. The agreement should specify the amount of notice which must be provided before assignment termination can occur. Centers may want to consider including a provision that permits a shorter notification period or none at all if a performance or conduct problem emerges. This should be documented on the IPA agreement on the continuation page under part 10.

## 4.3 Noncitizens

### 4.3.1 Authority

Because IPA assignments to NASA are made either by an excepted appointment or by detail, restrictions on the appointment of noncitizens in the competitive service do not apply to these assignments. Under 42 U.S.C. Sec. 2473, Functions of Administration, NASA has been given the authority to employ and pay noncitizens without regard to the usual restrictions which other agencies have concerning paying noncitizens. Refer to DG-08, NASA Desk Guide on the Employment of Noncitizens.

### 4.3.2 Approval Requirement

Unless otherwise delegated, the NASA Administrator retains authority to approve IPA assignments involving noncitizens, including appointments and details.

### 4.3.3 Employment Authorization

Noncitizens or individuals who are not lawful permanent residents of the United States may need to apply for an Employment Authorization Document (EAD) to prove they may work in the United States. An alien may be admitted either for permanent residence or for temporary residence. Refer to DG-08, NASA Desk Guide on the Employment of Noncitizens.

A Permanent Resident Card, sometimes called a Green Card, provides an individual's proof of lawful permanent resident status in the United States. An individual with a Permanent Resident Card has the right to live and work permanently in the United States.

The Immigration and Nationality Act (INA) provides two nonimmigrant visa categories for persons to participate in exchange visitor programs in the United States. The Exchange Visitor (J) visa is for educational and cultural exchange programs designated by the Department of State. If an alien has not been admitted for permanent residence, he or she will have been admitted on one of a number of temporary visas. The most appropriate visa for IPA assignments to NASA is the "J" visa. The "J" Exchange Visitor Program is designed to promote the interchange of persons, knowledge, and skills in the fields of education, arts, and sciences. This visa can cover professors, research scholars, and other specialists who may be learning, observing, consulting, or sharing their knowledge and skills. If an alien has a valid "J" visa, he or she can be assigned to NASA under the IPA.

Centers may find that potential IPA assignees from universities have "F" visas. The "F" visa is reserved for nonimmigrants wishing to pursue academic studies and/or language training programs. Because this is a visa for students, it is not appropriate for an IPA assignment to NASA. A Center may not enter into an IPA agreement for the assignment of an alien with an "F" visa unless that visa is reclassified to another type of visa such as a "J" visa.

In the case of IPA assignees from a university or other organization, that organization continues to be the sponsoring organization for the noncitizen even if he or she is working on an IPA assignment with NASA. Therefore, it will usually be the sponsoring organization that must request any visa reclassification. NASA may be asked to provide supporting documentation.

**Important:** If the requested documentation requires NASA to make a firm commitment to use the noncitizen on an IPA assignment, the commitment may not be made without the approval of the Associate Administrator or the appropriate Executive Position Manager.

Although the sponsoring organization has the primary responsibility for ensuring that the noncitizen's visa classification is appropriate for what he or she is doing, Centers must check the classification before requesting approval for an IPA assignment. Any visa other than a "J" visa should raise a red flag (particularly an "F" visa), and Centers should work with the sponsoring organization to request any necessary changes in the visa classification.

If a situation arises where NASA, and not the sponsoring organization, will be requesting a visa reclassification, the procedures in the NASA Desk Guide on the Employment of Noncitizens should be followed, and the Administrator's approval must be obtained before that request is submitted to the U.S. Citizenship and Immigration Services (USCIS).

#### 4.3.4 Waiver of Residence Abroad Requirement

The residence abroad requirement applies to a variety of aliens including some exchange visitors who come to the United States on “J” visas. Because one of the purposes for these individuals coming to the United States is to increase their knowledge and expertise so that it can be applied back in their countries, they normally must return to their country for at least 2 years before applying for another type of employment visa. Since in most cases an IPA assignment with NASA would be part of a program which is already covered by the visa, this should not be an issue.

However, there may be some situations where the assignee would have to meet the foreign residence requirement before beginning an IPA assignment with NASA. In these cases, it is possible to request a waiver of the requirement. The procedures set forth in the NASA Desk Guide on the Employment of Noncitizens should be followed to request the waiver.

#### 4.4 Security Procedures

**Important:** This paragraph contains Security information that is applicable to all incoming IPA personnel, regardless of whether they are detailees or appointees.

HSPD-12 requires a Federal standard for secure and reliable forms of identification, as further defined by Department of Commerce regulations. This means that to receive access to NASA facilities and systems, each person, including incoming IPAs, must have an appropriate level of background investigation completed. The level of background investigation is determined by the Position Risk Designation process and documented on NF 1722, NASA Position Designation Record. This information is entered into the Workforce Transformation Tracking System (WTTS) and is then electronically transferred to the Identity and Access Management Tools (IdMAX) system for use by the Center Security Office.

The IPA assignee will cooperate with the Center Security Office during the investigation, enrollment, and badging process and supply any requested information and/or documentation.

IPA assignee security procedures involve the following steps:

- The IPA POC at each Center, in conjunction with the supervisor, will complete NF 1722, NASA Position Designation Record.
- IPA information, to include the Position Risk Designation information, will be entered into WTTS.
- The process at each Center may be different, but generally the IPA POC will serve as the Sponsor for IPAs. Training for fulfilling this role is available in the System for Administration, Training, and Educational Resources at NASA (SATERN). Refer to the NASA Desk Guide for Suitability and Security Clearance Processing for additional information on roles and responsibilities.

- The IPA assignee will be subject to a background investigation of the appropriate level depending on the position risk and sensitivity determination.
- The IPA assignee will be adjudicated by the Center Security Office for access to the Center.
- If Center access is granted, a Personal Identity Verification (PIV) badge will be issued by the Center Security Office.



## SECTION 5 – ASSIGNMENTS FROM NASA

NASA employees may go on IPA assignments to non-Federal entities. These assignments can be accomplished by one of two mechanisms: (1) detail to a non-Federal entity or (2) appointment to a non-Federal entity. Note that NASA employees may only go on IPA assignment to non-Federal entities. If a NASA employee is sent to another Federal agency, it is considered a regular detail assignment, not an IPA assignment.

Refer to Appendix D, IPA Checklist, and Appendix F, IPA Salary Guidelines, when preparing IPA assignment agreements.

The following flowchart provides an overview of the steps needed for outgoing IPA personnel:

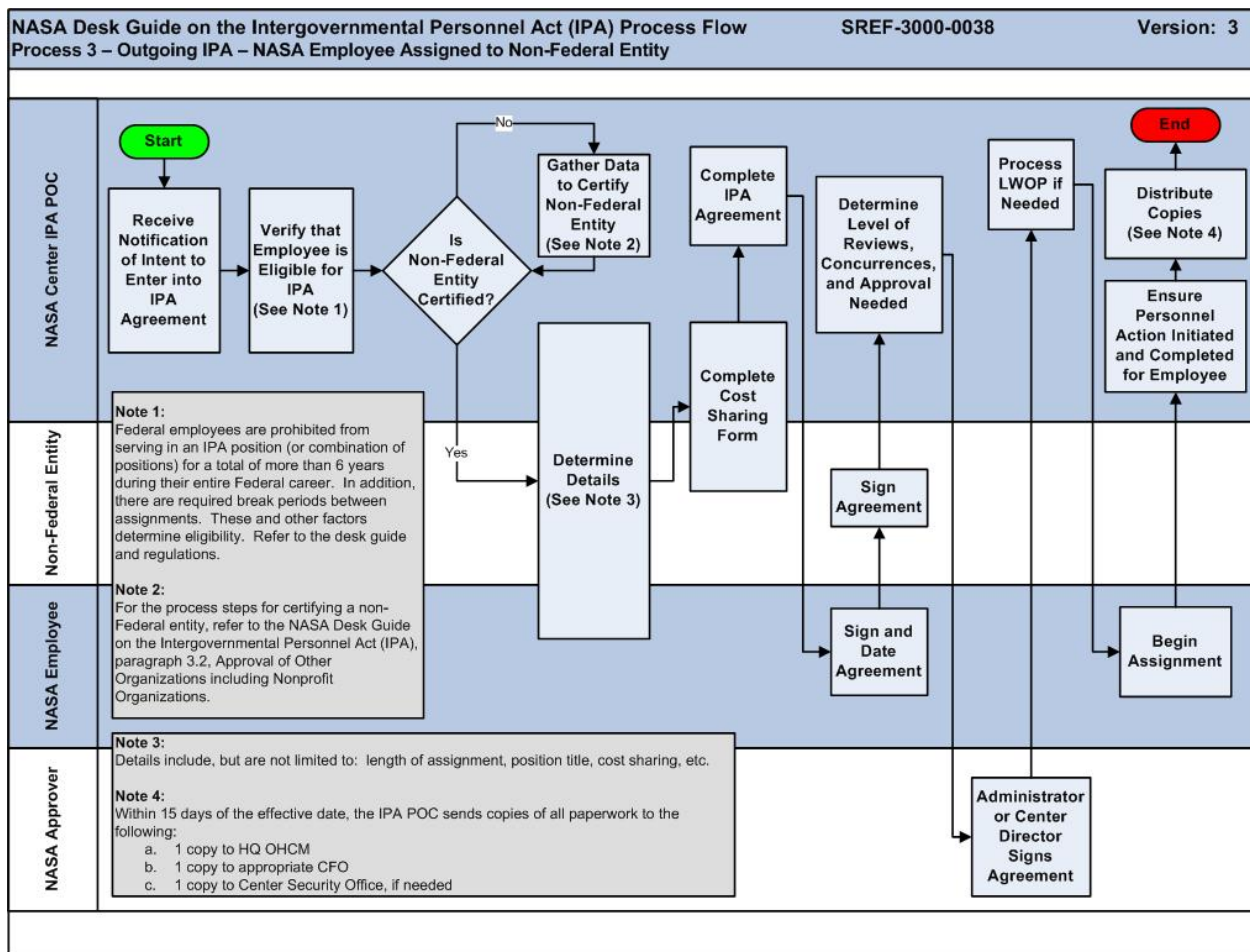


Figure 5-01. Outgoing IPA Process Flow

## **5.1 Detail to a Non-Federal Entity**

### **5.1.1 Nature of the Detail**

An employee on detail to a non-Federal entity continues to occupy his or her NASA position. He or she counts against NASA's FTE ceiling.

### **5.1.2 Processing the Detail**

A personnel action is initiated by the Center HR Office to record the detail. The IPA agreement also serves to document the personnel action detail. Refer to the NASA Guide to Processing Personnel Actions for additional information.

### **5.1.3 Pay**

An employee on detail continues to receive the pay for his or her position from NASA, which can be reimbursed in whole or in part by the non-Federal entity.

If the non-Federal entity to which the NASA employee is assigned offers to pay a supplement over and above the employee's existing salary, a NASA attorney in the Center legal office should be consulted. There is a criminal statute, 18 U.S.C. § 209, that restricts a Federal employee from receiving compensation for his or her position from another source except the treasury of a state, county, or municipality. Depending on the facts of the situation, the attorney may also consider whether there might be other potential violations of conflict-of-interest laws such as 18 U.S.C. § 208 if a supplement is paid.

### **5.1.4 Performance Ratings**

Employees on detail continue to be covered by the NASA performance appraisal system. If possible, the Center should work with the non-Federal entity to develop elements and standards for the employee. The non-Federal supervisor provides information concerning the employee's performance, and the NASA supervisor issues the actual rating. If it is not possible to get elements and standards from the non-Federal entity, the employee is not rated for the period. The IPA agreement must describe what will be done with respect to rating performance.

### **5.1.5 WRIs and QSIs**

NASA employees are entitled to receive WRIs. A WRI may be granted even if an actual performance rating cannot be done because the non-Federal entity did not prepare elements and standards. The employee's NASA supervisor should contact the non-Federal supervisor and document that the employee's performance has been acceptable.

QSIs may be granted if supported by the required documentation such as an official performance rating issued by a NASA supervisor.

### 5.1.6 Awards

NASA can give employees on detail monetary and nonmonetary incentive awards related to their mobility assignments. The justification for the award should demonstrate how the work on the assignment relates to NASA's mission. NASA and the non-Federal entity may share the cost of the award, but this is not required. It is recommended that Centers coordinate with their Center Awards Officer for further information and guidance.

A non-Federal entity may give an employee a nonmonetary award. The IPA agreement should provide that NASA must be informed and must have the right to concur. Documentation sent by the non-Federal entity of any award that an employee receives from the non-Federal entity should be retained with the IPA agreement. If the non-Federal entity thought a monetary award was in order, NASA would have the option to give a monetary or other award as part of its normal practices for performance awards.

### 5.1.7 Promotions

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

**Example:** If the employee is below the full performance level of a career ladder and could have reasonably expected to be promoted during the time period of the IPA assignment, the promotion should be made effective as if the employee was not on the IPA assignment.

Centers and employees should arrange procedures for considering employees on detail for merit promotion opportunities. It should be made clear to the employee that acceptance of a promotion may require termination of the IPA assignment if the Center determines that it is more important to have the employee begin his or her new duties rather than complete the IPA assignment.

### 5.1.8 Work Weeks, Leave, and Overtime

The accrual and use of leave remains unchanged while employees are on detail. Centers and the non-Federal entity should develop procedures for documenting and certifying employee's work hours and any leave used.

**Note:** The employee is responsible for recording use of leave in WebTADS, which can be accessed remotely at <https://webtads.nasa.gov>.

If the non-Federal entity's work week is less than NASA's work week, the employee should still be shown as working 40 hours. NASA employees on detail are entitled to overtime under either Title 5 or the Fair Labor Standards Act. If a detail will be more than 30 days, the FLSA coverage determination is based on the work that the employee is performing at the non-Federal entity. NASA should make the coverage determination based on the description of duties in the IPA agreement and any other information provided by the non-Federal entity. In most cases, employees would be exempt from FLSA coverage.

Employees are entitled to all Federal holidays. If they are not excused from work on a Federal holiday, they are entitled to holiday premium pay. Employees may be excused from work on non-Federal holidays celebrated by the non-Federal entity. This should be shown as excused absence. If they are not excused from work, they are not entitled to premium pay.

### **5.1.9 Benefits**

There is no change in benefits for a detailed employee. Contributions for retirement, TSP, and health and life insurance continue to be deducted from the employee's salary, and NASA continues to pay the employer's share.

### **5.1.10 Conduct and Performance Actions**

If a conduct or performance problem emerges, either the non-Federal entity or NASA has the option of terminating the IPA agreement and returning the individual to NASA. The IPA agreement should specify the amount of notice necessary before the assignment can be terminated. Centers may want to consider including a provision which permits a shorter notification period or none at all if a performance or conduct problem emerges. This should be documented on the IPA agreement in Part 10, Conflicts of Interest and Employee Conduct.

If an employee commits serious misconduct while on an IPA assignment, NASA can take disciplinary action up to and including removal. However, it would probably be difficult to take a performance-based action under 5 C.F.R. part 432, Performance Based Reduction in Grade and Removal Actions.

**Example:** It would be rather difficult to administer a performance improvement period while the employee is still on the IPA assignment. If a performance problem emerges, the simplest course of action would be to terminate the IPA.

## **5.2 Appointment to a Non-Federal Entity**

### **5.2.1 Nature of the Appointment**

When a NASA employee is given an appointment with a non-Federal entity, he or she goes on Leave Without Pay (LWOP). It is treated like other LWOP for many purposes, but as explained in subsequent paragraphs in this guide, there are some specific IPA provisions which ensure that the employee will not lose any of his or her Federal benefits.

It is up to NASA, the non-Federal entity, and the employee to determine whether an appointment or a detail will be used. Sometimes an appointment with the non-Federal entity is desired by the non-Federal entity because only appointed staff may exercise certain authorities that they intend to assign to the IPA assignee.

When an employee is on LWOP, he or she does not count against NASA's FTE ceiling.

### **5.2.2 Processing the Action**

When an employee is placed on LWOP to accept an IPA assignment, use the procedures in the following documents:

- OPM Guide to Processing Personnel Actions: Chapter 15, Placement in Nonpay or Nonduty Status
- NASA Guide to Processing Personnel Actions: Section 2, Process 1 – Center-Initiated Actions and Required Documentation

When an employee returns from an IPA assignment and is taken off LWOP, consult the following documents:

- OPM Guide to Processing Personnel Actions: Chapter 16, Return to Duty from Nonpay Status
- NASA Guide to Processing Personnel Actions: Section 5, Process 4 – System-Generated Actions and Required Documentation

### **5.2.3 Pay**

If the rate of pay for an employee in the non-Federal position is lower than the rate for the NASA position, NASA must pay supplemental pay to him or her. The employee's rate of pay with NASA includes locality pay. The supplemental pay may not be made in advance or as one lump sum. Supplemental pay may also vary with changes such as Federal pay increases, WRIs, promotions, or changes in the non-Federal pay rate. As part of the IPA agreement, the non-Federal entity may reimburse NASA for the supplemental pay.

If a NASA employee is appointed to a non-Federal entity and the pay for that position is higher than for his or her NASA position, the local General Council should be consulted to determine if the pay rate can be legally accepted.

When comparing the NASA rate of pay with the non-Federal salary, use the following procedures to calculate the appropriate NASA locality pay percentage:

If the detailee will be working at a location that is different than his or her home organization:

- And is receiving temporary duty and travel allowances such as per diem, use the location of his or her NASA position.
- And is receiving change in station allowances, use the locality rate at the duty location of the IPA assignment.
- And is not receiving any temporary or permanent travel payments, use the locality rate for his or her NASA duty station.

**Example:** For an employee with a NASA duty station of Washington, D.C. who is on an IPA assignment to Dallas, and is receiving temporary duty payments, the Washington D.C. locality percentage is used when determining whether he or she is entitled to supplemental pay. However, if the same employee had received change of station payments, use the Dallas locality pay percentage when determining whether he or she was entitled to supplemental pay.

**Note:** Since the NASA employee is on appointment to a non-Federal entity and is on LWOP status with NASA, the non-Federal entity pays the employee. Normally, the non-Federal entity will withhold Federal and State income taxes from the appointee's pay. However, if it does not, the appointee may have to make quarterly estimated tax payments to avoid penalties and interest. **Centers must remind employees about the possibility that if the non-Federal entity does not withhold taxes, it becomes the employee's responsibility.**

#### 5.2.4 Performance Ratings

While an employee is on LWOP, he or she is not under a performance plan and is not given a performance rating.

#### 5.2.5 WRIs and QSIs

Employees on LWOP receive WRIs as if they were in pay status. In other words, the LWOP does not delay the increase (5 C.F.R. 531.406 (c)(v)). Because they are not receiving performance ratings from NASA while on LWOP, the acceptable level of competence determination is waived. However, since employees on LWOP do not receive performance ratings, QSIs are not appropriate.

## 5.2.6 Awards

NASA can give employees on LWOP monetary incentive awards related to their IPA assignment. The justification for the award must demonstrate how the work on the assignment relates to NASA's mission. NASA and the non-Federal entity may share the cost of the award, but this is not required.

A non-Federal entity may give an employee a nonmonetary award. The IPA agreement should provide that NASA must be informed and must have the right to concur. Documentation sent by the non-Federal entity of any award that an employee receives from the non-Federal entity should be retained with the IPA agreement. If the non-Federal entity thought a monetary award was in order, NASA would have the option to give a monetary or other award as part of its normal practices for performance awards.

## 5.2.7 Promotions

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

**Example:** If the employee is below the full performance level of a career ladder and could have reasonably expected to be promoted during the time period of the IPA assignment, the promotion should be made effective at the appropriate time.

Centers and employees must arrange procedures for considering employees on LWOP for merit promotion opportunities. It must be made clear to employees that acceptance of a promotion may require that the IPA assignment will have to be terminated if the Center determines that it is more important to have the employee begin his or her new duties in the position rather than complete the IPA assignment.

## 5.2.8 Work Weeks, Leave, and Overtime

An employee on LWOP earns sick and annual leave as if he or she were in pay status with NASA. The Center and the non-Federal entity must develop procedures for tracking the leave he or she earns and uses. Both the employee and the non-Federal entity should be reminded in writing that the employee is subject to losing leave at the end of the year that is in excess of the 240 hour leave ceiling (720 for SES employees). Any other leave, such as military leave or court leave, is governed by the rules of the non-Federal entity.

The employee is governed by the work week and hours of the non-Federal entity. He or she is entitled to the holidays of the non-Federal entity. He or she is not entitled to any premium pay if he or she works on a Federal holiday.

Overtime is governed by the rules of the non-Federal entity. That organization must determine whether the employee is covered by FLSA based on the duties that he or she is performing.

## 5.2.9 Benefits

### a. Retirement

An employee on LWOP has the option of continuing full retirement coverage if he or she makes full contributions.

- If the employee makes contributions, NASA must continue to contribute the employer's share. The employee receives full service credit for Reduction in Force (RIF) retention and leave accrual.
- If the employee decides not to make retirement contributions, he or she only receives service credit for 6 months each calendar year.

Contributions are based on the NASA salary that the employee would receive, not the salary received at the non-Federal entity. If an employee elects to continue retirement contributions, the IPA agreement should state that he or she is not required to contribute to any non-Federal mandatory retirement system (e.g., 401(k)). If the employee chooses to continue retirement contributions, the details of how those funds are transferred from the non-Federal entity to the employee's retirement plan should be discussed and documented in the IPA Agreement.

**Important::** If an employee elects not to make retirement contributions, the Center must have him or her sign a statement indicating that the employee understands:

- The consequences of not making the retirement contributions.
- That this could have a significant effect on the size of a future annuity.
- That there are no provisions for retroactive contributions.
- That he or she cannot contribute to TSP.

Because of the importance of this decision, Centers might want to consider using a separate statement/form. Employees must be counseled in person about this issue.

If a CSRS employee did not make contributions during the IPA assignment and elects to receive a state benefit, the employee may convert to FERS when he or she returns from the IPA assignment. Refer to the OPM CSRS and FERS Handbook for Personnel and Payroll Offices.



**Note:** If an employee is injured or disabled while on LWOP, he or she may not receive both a Federal disability retirement and non-Federal injury compensation. If both options are available, the employee can choose either the Federal disability retirement or the non-Federal disability compensation, whichever is best for the employee.

b. TSP

If the employee does not elect to make retirement contributions, he or she may not contribute to TSP. However, if an employee elects to make retirement contributions, he or she may continue making TSP contributions if he or she was already doing so. The contributions are tied to the rate of pay used for retirement contributions (i.e., the NASA salary that the employee would receive). The non-Federal entity must deduct the contributions that the employee wants to make from the salary it pays to him or her. These contributions are then sent to NASA for forwarding to the TSP.

Technically, the TSP regulations require that as a first step, the non-Federal entity must determine whether it will make the employer contributions to the TSP. The contributions would be sent to NASA for forwarding to the TSP, and then NASA could reimburse the non-Federal entity for the contributions. As a practical matter, NASA and the non-Federal entity could agree to procedures by which NASA simply makes the employer's share of contributions to the TSP without having the funds go back and forth between NASA and the non-Federal entity. The details should be worked out between the NASA Center and the non-Federal entity in advance.

c. Processing Contributions

NASA is responsible for ensuring that the employee's contributions and the employer's share are submitted to OPM or the Thrift Investment Board. Retirement contributions must be submitted within 3 months of the end of the pay period that the contributions cover. Centers should make arrangements with the non-Federal entity and the employee for receiving the contributions. Centers then need to work with the office that processes the agency's payroll to arrange for submitting the contributions to that office, having the contributions then sent to OPM or the Thrift Board, and updating employee records.

d. Health and Life Insurance

Employees can continue their health and life insurance if they choose to make the contributions. They may not receive a free year of life insurance as would other employees who go on LWOP. NASA must continue to make its share of contributions if the employee continues coverage. The amounts of life insurance coverage and contributions are based on the NASA salary that the employee would receive, not the

salary at the non-Federal entity. Centers must provide counseling to the employee and document the employee's decision and understanding.

If an employee elects to be covered by a non-Federal entity's health and/or life insurance programs and OPM determines that the programs are similar to the Federal programs, he or she may not continue Federal coverage while on the IPA assignment.

The time period during which the employee is covered by a non-Federal entity's health program is not treated as a break in FEHB continuous enrollment necessary for continuing coverage during retirement—provided that program has been determined by OPM to be similar to the Federal programs. In other words, when the employee returns to duty with the Federal government and resumes FEHB coverage, the employee is not required to start a new 5-year period of continuous coverage in order to continue the Federal health benefits into retirement. On the other hand, if the employee cancels FEHB coverage and elects coverage under a non-Federal entity's health program which has not been determined by OPM to be similar to Federal programs, the employee has broken his or her continuous coverage. This means that the employee must start a new 5-year period of enrollment before being eligible to continue health benefits coverage into retirement.

To have OPM determine if a Health or Life insurance plan is similar to the Federal program, send the plan details to OHCM for forwarding to OPM.

e. Open Seasons

When an employee is on an IPA assignment, NASA must:

- Inform him or her about all open seasons such as for health insurance.
- Provide an opportunity for the employee to make elections permitted by the open season.

f. Social Security and Medicare

If a NASA employee was under CSRS and not covered by Social Security, he or she does not pay Social Security while working at the non-Federal entity. If he or she had Social Security deductions made from his or her pay at NASA, those deductions continue at the non-Federal entity. The non-Federal entity deducts the Social Security contributions from the employee's salary and submits them and the employer share to Social Security. NASA does not have a role in this process. NASA can reimburse the non-Federal entity for the employer's share of the Social Security contributions as part of the IPA arrangement.

All employees must make Medicare contributions using the same procedures that apply to the Social Security contributions.

If NASA is paying an employee a supplemental payment as described in paragraph 5.2.3, Pay, NASA is responsible for deducting Social Security and/or Medicare from the supplemental pay and paying the employer's share.

g. Flexible Spending Accounts for Federal Employees (FSAFEDS)

If an employee is in a period of LWOP status during the benefit period, NASA will not withhold the FSAFEDS allotment during the period because the employee is not receiving pay from NASA. If the employee goes into a period of LWOP and has not pre-paid the allotment, the FSA will be frozen and the employee will not be eligible for reimbursement of any health care expenses incurred during that period until he or she returns to pay status and the allotments are successfully restarted. However, if the employee has a Dependent Care Flexible Spending Account (DCFSA), dependent care expenses the employee incurs during his or her leave that meet IRS guidelines for eligible expenses (i.e., expenses must be incurred in order to allow the employee and his or her spouse to work or attend school) may be reimbursed up to the employee's account balance. When the employee returns to pay status, FSAFEDS will recalculate his or her allotments based on the number of pay dates remaining in the benefit period. The employee may not elect to increase allotments outside Open Season. Additional information may be found at the FSAFEDS Web site at <http://www.fsafeds.com>.

h. Federal Employees Dental and Vision Insurance Program (FEDVIP)

Those who participate in the IPA program can continue to pay for their FEDVIP coverage. Since BENEFEDES can only deduct from salaries paid by Federal payroll agencies, the employee will need to contact BENEFEDES at 1-877-888-3337 to enroll in FEDVIP and to set up an automatic bank withdrawal for premium payments.

### **5.2.10 Conduct and Performance Actions**

If a conduct or performance problem emerges during an IPA assignment, either NASA or the non-Federal entity may terminate the IPA agreement. The IPA agreement should specify the amount of notice necessary before the assignment can be terminated. Centers may want to consider including a provision which permits a shorter notification period or none at all if a performance or conduct problem emerges.

If an employee commits serious misconduct while on an IPA assignment, NASA can take disciplinary action up to and including removal from the Federal job. However, it would probably be difficult to take a performance-based action under 5 C.F.R. part 432, Performance Based Reduction in Grade and Removal Actions, since the employee would not have been under a Federal performance plan.

**Example:** It would be rather difficult to administer a performance improvement period while the employee is still on the IPA assignment. If a performance problem emerges, the simplest course of action would be to terminate the IPA.

### 5.3 Return to NASA

#### a. Obligated Service

NASA employees going on IPA assignments must 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 must reimburse NASA for the cost of the assignment excluding the cost of salary and benefits. They would only need to repay relocation or per diem costs.

The Center Director, or designee, may waive the repayment requirement if the employee's failure to complete the service is beyond his or her control or the waiver is justified in the judgment of the approving official. The decision to waive the repayment requirement cannot be made at the time the IPA assignment agreement is initiated. Beyond these general criteria, there are no precise criteria for determining when a waiver should be granted. However, normally a waiver should be granted if the reasons for not completing the service obligation are beyond the employee's control such as the employee's serious illness or a family member's illness that requires relocation. There may be other situations where it is in NASA's interest to waive the service requirement.

The service obligation under the IPA is separate from the 1-year service obligation that exists when employees receive change of station payments, as detailed in paragraph 6.2, Agreement. However, usually if one can be waived, it would be appropriate to waive the other. Waiver documentation must be kept with the IPA agreement.

#### b. Returning from an IPA

Normally, an employee is returned to his or her regular position. However, there is nothing that prevents NASA from reassigning the employee to another position for which he or she is qualified.

#### c. Reduction in Force

When an employee returns from an IPA assignment, he or she is not protected from any RIF which might be in process. While the employee is on the IPA assignment, NASA has the option of using a temporary exception to the order of release from the competitive level to permit the employee to complete the IPA assignment.

## SECTION 6 – TRAVEL COSTS

All IPA personnel will comply with travel procedures found in the following documents:

- NASA FMR, Volume 12, Travel
- NASA FMR, Volume 12, Travel, Appendix A, FMR NASA Federal Travel Regulations Supplement (NFTRS)
- 41 C.F.R. Subtitle F, Federal Travel Regulation System

### Overview

As authorized by 5 U.S.C. Sec. 3375 and in accordance with the Federal Travel Regulation (FTR) (41 C.F.R. Chapters 301-304), an agency may pay the travel expenses of a Federal employee or a non-Federal employee on an IPA assignment.

Specifically, the agency may pay a per diem allowance at the assignment location in accordance with the FTR or pay limited relocation expenses—but not both. (The differences between the two options are summarized in this section.)

An agency may not authorize a temporary change of station under subparts C and D of FTR part 302-1 to transfer an employee to the assignment location.

The employee must sign a service agreement for one year or the length of the assignment, whichever is shorter, to be eligible for payment of per diem at the assignment location or limited relocation expenses. The employee will be responsible for repaying any expenses if he or she fails to complete the service agreement, unless the reasons for failing to complete the agreement are beyond his or her control. Management may waive the requirement to pay back expenses if they feel the waiver is justified.

### 6.1 Allowable Costs

#### 6.1.1 Alternatives Available

NASA may pay travel costs for either NASA or non-Federal employees as authorized by 5 U.S.C. Sec. 3375, Travel Expenses. When determining which costs will be paid, one (not both) of the following options may be used:

a. Per Diem

An assignee may receive a per diem allowance. Only the IPA assignee may be paid the per diem allowance; family members are not entitled to be paid for any such expense. A per diem allowance is only authorized for a maximum period of 2 years. The 2-year limitation includes modifications and extensions to the assignment agreement.

An assignee for which NASA is paying travel expenses must adhere to the NASA FMR and 41 C.F.R. Part 300, The Federal Travel Regulation (FTR). Generally these

assignments will be extended Temporary Duty (TDY) or travel lasting longer than 30 days.

b. Limited Relocation Expenses

**Expenses Allowed:** As an alternative to paying the per diem allowance described above, the following expenses may be paid:

Type of Expense	FTR Reference	Comments
Travel and transportation expenses of the employee to and from the assignment location	Ref: § 302-4	
Travel and transportation expenses of the employee's immediate family to and from the assignment location	Ref: § 302-4	
Transportation and temporary storage expenses of the employee's household goods and personal effects	Ref: § 302-7	
Temporary Quarters Subsistence Expenses (TQSE) at the time the assignment commences and at the time the assignment is completed	Ref: § 302-6	TQSE, if approved, is authorized in 30-day increments NTE 60 days. An extension up to 60 additional days may be authorized if there are compelling reasons for continued occupancy of temporary quarters.
Miscellaneous expense allowance	Ref: § 302-16	Amount: \$500 or 1 week's basic pay, whichever is less, for employee OR \$1000 or 2 week's basic pay, whichever is less, for employee with immediate family. Amount cannot exceed max rate for GS-13.  Purpose: Defray costs associated with discontinuing residence at one location and establishing residence at new location.
Expenses of extended storage of the employee's household goods and personal effects when the employee is assigned to an isolated location	Ref: § 302-8	
Relocation income tax allowance	Ref: § 302-17	This is an allowance to cover Federal, State, and local taxes the employee paid on the various relocation allowances received.  Note the income tax allowance is not specifically authorized by 5 U.S.C. Sec. 3375, but in Decision of the Comptroller General B-221065, Intergovernmental Personnel Act – Assignment of Federal Employees – Relocation Expenses, September 26, 1986, the Comptroller

Type of Expense	FTR Reference	Comments
		General determined that it was permitted.
Employee death	FTR Ch 303	In the unfortunate event of an employee's death, FTR303-70, Agency Requirements for Payment of Expenses Connected with the Death of Certain Employees, permits payment for returning the employee's body and his or her family to the original post of duty.

**Expenses Not Allowed:** The following expenses may not be paid:

- Costs associated with buying or selling a residence.
- Reimbursement of any costs associated with the expiration of a lease.
- Costs associated with a house-hunting trip.

### 6.1.2 Consideration of Alternatives

When evaluating the alternatives described in paragraph 6.1, Allowable Costs, the cost to the Federal Government should be a major factor when determining whether to pay a per diem allowance at the assignment location or limited relocation allowances. The duration of the assignment is relevant in this regard. A per diem allowance is meant for shorter assignments. A per diem allowance is only authorized for a maximum period of 2 years. The 2-year limitation includes modifications and extensions to the assignment agreement. Centers should determine which approach would be more cost effective.

If an employee receives per diem for more than 1 year, he or she may be liable for income tax. The IRS has ruled that appointments away from the IPA's permanent home for more than 1 year are considered to be indefinite and living expenses are no longer deductible. NASA recommends that tax implications be discussed with a Certified Public Accountant (CPA) or other tax advisor.

## 6.2 Agreement

If any of the expenses as defined in paragraph 6.1, Allowable Costs, are paid, the employee must sign a service agreement to remain on the assignment for the entire period of the assignment or 1 year — whichever is less. If the employee fails to complete the required period, he or she must repay all travel and transportation expenses described above. Centers may waive repayment if the reasons for failure to complete the assignment are beyond the employee's control or are otherwise justified in the judgment of the approving official. Paragraph 5.3, Return to NASA, the Obligated Service description provides possible situations in which a waiver might be justified.

### 6.3 Travel While on Assignment

It may be necessary for an assignee to travel while on an IPA assignment and the appropriate rules or decisions may differ depending on the type of assignment. These rules and decisions need to be included on the OF 69 in Part 9, Fiscal Obligations.

a. Non-Federal Employees on IPA Assignment to NASA

When a non-Federal employee on an IPA assignment is authorized to travel for NASA, he or she is required to use NASA's electronic travel authorization and travel voucher system. Non-Federal employees on travel for NASA are also required to comply with the FTR and NASA FMR travel regulations. Non-Federal employees are authorized to be issued a government travel charge card. To apply for a government travel charge card, the non-Federal employee should contact his or her Center Travel Office. A non-Federal employee assigned to NASA who must travel away from the location of the assignment to perform official business may be reimbursed travel expenses as would be the case for a Federal employee.

b. NASA Employees on IPA Assignment to a Non-Federal Entity

For NASA employees on assignment to non-Federal entities, Centers and the non-Federal entity should establish procedures for documenting travel and either having NASA reimburse the employee directly for travel costs or reimburse the non-Federal entity. Reimbursement must be limited to the expenses that Federal employees can claim under the Federal Travel Regulations. For this type of travel, no service agreement is required. IPA detailees are expected to adhere to the NASA FMR and the FTR.



## SECTION 7 – IPA AGREEMENT

There must be an IPA agreement (OF 69) for every assignment. NASA personnel should prepare and receive approval for the IPA agreement within NASA before the agreement is released to the non-Federal entity for consideration. NASA, the non-Federal entity, and the employee must sign the agreement. The agreement must contain the items listed in this section, and Centers may add items if they feel that it would be helpful to do so. Appendix C, Guide to Completing Optional Form (OF) 69 – Assignment Agreement, contains instructions for completing the form, as well as NASA guidance.

Copies of IPA agreements must be sent to OHCM. In addition, Centers must provide agreements to their financial management offices in accordance with the processes and procedures of their Center.

### 7.1 Information/Items Included in IPA Agreement

For specific instructions on NASA's requirements for filling out the IPA agreement (OF 69), refer to Appendix C, Guide to Completing Optional Form (OF) 69 – Assignment Agreement. The following list is provided to assist Center IPA Points of Contact (POCs) in compiling the information that must be included in the IPA agreement (OF 69) as well as for their records:

- Name of employee
- Social Security Number (This is for the IPA POC, but should not be included on the OF 69.)
- Job title, classification, and salary of the employee
- Address of employee
- Name of the Federal and non-Federal organizations
- Position information including organizational location of the employee's current position and the position to which he or she will be assigned
- Statement that the position is a Testing Designated Position (TDP), where the position meets NASA-specific criteria as a TDP contained in NPR 3792.1B, Plan for a Drug-Free Workplace, Appendix A
- Type of assignment: detail/appointment/LWOP and whether it is Federal to non-Federal or vice versa
- Period of assignment
- Goals of the assignment and a statement of how they will be achieved
- Benefits for each organization
- Cost sharing arrangement and which items will be paid or reimbursed by each party
  - Decisions concerning salary including supplemental payments
  - Decisions concerning payment of travel costs
- How increased knowledge and skills gained by the employee will be used after the assignment is completed
- Applicability of Federal and NASA conflict of interest laws and regulations

- For assignees to NASA, statement that the employee has been advised of the requirement to file a new entrant and annual financial disclosure report and to complete annual ethics training
- Employee's obligation to complete the assignment or 1 year (whichever is shorter) if per diem at the site or limited relocation expenses are paid
- Procedures for documenting work hours, holidays, overtime, and leave
- Decisions concerning employee benefits and an explanation of the consequences of those decisions particularly in those cases where a Federal employee elects not to continue retirement contributions
- Arrangements for making employee and agency contributions for retirement and insurance
- Procedures for terminating the agreement including any shortened notice periods if performance or conduct problems emerge
- For Federal employees, the obligated service requirement and the consequences of failing to complete the required service following the IPA assignment
- Privacy Act Statement
- For NASA assignees to non-Federal entities, statement that employee has been advised that he or she continues to be subject to the Hatch Act and all Federal ethics laws and regulations (including 5 C.F.R. Part 2635) while assigned to the non-Federal entity. Employee must file annual financial disclosure statement and take annual ethics training. If questions arise, employee should consult NASA attorney in Center legal office where the agreement is administered

## **7.2 Attachments to or Included with IPA Agreement**

- NASA IPA Assignee Cost Data Form (Refer to Appendix G, NASA IPA Assignee Cost Data Sheet.)
- Approval letters and supporting documentation for non-Federal entity certification, if applicable
- Written justification explaining why NASA is paying for an assignment and how NASA's percentage of cost sharing benefits NASA. This is particularly important when a NASA employee is being assigned to a non-Federal entity because on the surface it would appear that the non-Federal entity is receiving a significant benefit
- Conflicts-of-Interest Certification. Refer to Appendix H, Sample Conflicts-of-Interest Certifications, for three examples

## **7.3 IPA Agreement Distribution**

### **7.3.1 Documentation the Center Maintains**

- Original signed and completed IPA agreement, including all attachments (e.g., NASA IPA Assignee Cost Data form)
- Originals of any supporting documentation for the IPA agreements, including justifications, extensions, decisions, etc.

### **7.3.2 Documentation to Send to OHCM, Workforce Management and Development Division**

- Copy of signed and completed IPA Agreement, including all attachments (e.g., NASA IPA Assignee Cost Data form)
- NASA-accepted written justification from non-Federal agency if cost share is less than 10%
- Letter from either Center or other Federal agency approving a non-Federal entity, along with supporting documentation
- Letter from Center Director approving other organizations including nonprofit organizations
- Notification any time an IPA agreement is terminated, modified, or extended

### **7.3.3 Documentation to Send to Center Financial Management Office**

- Copy of signed and completed IPA agreement, including all attachments (e.g., NASA IPA Assignee Cost Data form). (Note that this copy serves as an authorizing document to pay invoices. All invoices must be validated by the approving official before payment is made.)

### **7.3.4 Documentation to Send to Center Security Office**

- All information needed by the Center Security Office is automatically sent via WITS

### **7.3.5 Documentation to Send to the Non-Federal Entity**

- Copy of fully executed agreement

### **7.3.6 Documentation to Send to the Employee**

- Copy of fully executed agreement

## APPENDIX A – ACRONYMS AND ABBREVIATIONS

Acronyms that are used in this desk guide are identified upon first use in this document. Thereafter, the acronym is used. In cases where the first or only instance of the use of an acronym is in a table or graphic, it may not be spelled out on first reference. Since many acronyms and abbreviations have multiple meanings, the following list includes those used in this guide and the applicable meaning:

ACRONYM/ ABBREVIATION	MEANING
C.F.R.	Code of Federal Regulations
CPA	Certified Public Accountant
CS	Civil Servant
CSRS	Civil Service Retirement System
DCFSA	Dependent Care Flexible Spending Account
EAD	Employment Authorization Document
FAQ	Frequently Asked Question
FEDVIP	Federal Employees Dental and Vision Insurance Program
FEGLI	Federal Employees' Group Life Insurance
FEHB	Federal Employees Health Benefits
FERS	Federal Employees Retirement System
FFRDC	Federally Funded Research and Development Center
FLSA	Fair Labor Standards Act
FMR	Financial Management Requirements
FSAFEDS	Flexible Spending Account for Federal Employees
FTE	Full Time Equivalent
FTR	Federal Travel Regulation
GS	General Schedule
HCIE	Human Capital Information Environment
HR	Human Resources
HRO	Human Resources Office
HSPD-12	Homeland Security Presidential Directive-12
IdMAX	Identity and Access Management Tools
IPA	Intergovernmental Personnel Act
INA	Immigration and Nationality Act
IT	Information Technology
JPL	Jet Propulsion Laboratory
LPR	Langley Procedural Requirements
LWOP	Leave Without Pay
NASA	National Aeronautics and Space Administration
NEX	NASA Excepted
NF	NASA Form
NFTRS	NASA Federal Travel Regulations Supplement
NPD	NASA Policy Directive

ACRONYM/ ABBREVIATION	MEANING
NPR	NASA Procedural Requirements
NSSC	NASA Shared Services Center
OF	Optional Form
OGE	Office of Government Ethics
OHCM	Office of Human Capital Management
OPM	Office of Personnel Management
POC	Point of Contact
PIV	Personal Identity Verification
QSI	Quality Step Increase
RIF	Reduction in Force
SATERN	System for Administration, Training, and Educational Resources at NASA
SES	Senior Executive Service
SF	Standard Form
SL	Senior Leader
ST	Senior Technical
TDP	Testing Designated Position
TDY	Temporary Duty
TQSE	Temporary Quarters Subsistence Expenses
TSP	Thrift Savings Plan
U.S.C	United States Code
USCIS	U.S. Citizenship and Immigration Services
WMDD	Workforce Management and Development Division (This is a division at OHCM.)
WRI	Within-range Increase
WTTS	Workforce Transformation Tracking System

## APPENDIX B – FREQUENTLY ASKED QUESTIONS (FAQs)

1. **Question:** Is there a minimum employment requirement before an individual is eligible to participate in an IPA assignment?

**Answer:** Yes. An employee of a non-Federal organization must be employed at least 90 days in a career position by the eligible organization prior to the IPA assignment. For a Federal employee, there is no minimum employment requirement before an individual is eligible to participate in an IPA assignment.

2. **Question:** Is the Administrator's approval required before a foreign national can be given an IPA assignment?

**Answer:** Yes. The authority to approve IPA assignments remains with the Administrator, unless otherwise delegated.

3. **Question:** Is it possible to give a monetary award to an IPA assignee who is detailed to your organization?

**Answer:** Yes. If the assignment agreement provides for the reimbursement of funds to the non-Federal organization, the non-Federal organization would give the award to the assignee and receive reimbursement from the Federal organization.

4. **Question:** If an individual is employed by an IPA-eligible organization and moves to another IPA-eligible organization without a break in employment, does the individual have to be employed with the new organization for 90 days before being eligible for an IPA assignment?

**Answer:** No. You can count the time with the initial organization towards the 90-day requirement, as long as the initial organization was also IPA eligible.

5. **Question:** A prospective IPA participant being considered for a highly technical job is asking for \$65.00 per hour. The employee is currently working as a consultant for a nonprofit organization. The per hour rate being requested is based on fees the employee currently receives when performing consultant work. The employee does not perform this work on a full-time basis and has no documents to support this rate on an annual basis. Can this salary be paid?

**Answer:** There are no Comptroller General decisions or existing laws or regulations concerning caps on the payment of salary to IPA participants, although there are specific requirements on how the salary is to be determined. In accordance with discussions with OPM, the use of current or previous salary to determine rates of pay is acceptable. The individual does not need to show a document reflecting this rate; however, the Agency has a fiduciary responsibility to ensure that monies paid are in the best interest of the Government. In this example, there is no cap on the salary that can be reimbursed; however, it should be consistent with the salary the individual is receiving in the private

sector. This example, which pertains to a case in which a consultant performs work on a non-full-time basis and cannot demonstrate an annualized salary, does not alter the fact that an IPA assignee's salary must be based upon the salary received from his or her "home institution" unless that salary is less than the pay for a classified position to which detailed.

6. **Question:** Can a participant under the IPA program be hired on a contractual basis rather than being appointed as a Federal employee? Can program funds be used to pay for the contractual agreement?

**Answer:** Incoming participants under the IPA program cannot be hired on a contractual basis. Incoming participants under the IPA program can either be detailed or appointed to NASA. Program funds may be used to cover an IPA agreement.

7. **Question:** How would an IPA appointment impact an annuitant who is currently working for an eligible organization and has been approved for an IPA assignment to the Federal Government?

**Answer:** There is no provision that would allow an annuitant to receive any of the additional annuity benefit due to an IPA assignment to the Federal Government. Further, there is no provision to withhold the amount of the annuity benefit, or stop the annuity payment.

The following three questions are related issues:

- a. **Question:** Is the annuitant eligible to pay into the Federal retirement system? If not, what is the regulatory citation?

**Answer:** No, the annuitant is not eligible. Refer to 5 U.S.C. Sec. 8344, Annuities and Pay on Reemployment.

- b. **Question:** If the individual appointed is a Federal annuitant, is the employee treated as a reemployed annuitant (i.e., salary reduced by annuity)?

**Answer:** No. The employee would not be treated like a reemployed annuitant; salary would not be reduced.

- c. **Question:** If the appointee does not contribute to the Federal retirement system during the appointment, is the individual eligible to make a deposit for his length of service served on appointment under the IPA after the appointment ends; thereby being eligible for either a supplemental annuity or a redetermined annuity depending on the number of years of the IPA appointment?

**Answer:** No. The annuitant cannot make a deposit for his IPA service.

8. **Question:** An IPA participant is about to complete a current IPA assignment. Is the Center required to provide Headquarters or OPM a report concerning termination/completion of the IPA assignment?

**Answer:** No reports are required to be submitted either to OPM or to Headquarters on the completion of an IPA assignment. However, if an assignment is terminated prior to the original completion date, this would, in fact, be a modification to the length of the agreement and a letter or updated agreement form should be sent to both the assignee and OHCM, Workforce Management and Development Division.

9. **Question:** Regarding supervisory positions:

- a. Can a person be hired under an IPA appointment and be placed in a supervisory position?

**Answer:** Yes. There are no provisions in the IPA regulations which restrict IPA appointees from being placed in supervisory or senior level positions.

- b. If so, are there any senior level people at NASA on IPA appointments or any IPA appointees that are currently in supervisory positions?

**Answer:** NASA has used the IPA program on a number of occasions to fill senior level and supervisory positions.

10. **Question:** Can IPA appointees in supervisory positions sign performance plans?

**Answer:** Yes. IPA appointees in supervisory positions can sign performance plans and are responsible for the performance management process to include planning, developing, monitoring, assessing, and rewarding of their subordinate employees.

11. **Question:** Is the University of Puerto Rico an approved university for purposes of the IPA program?

**Answer:** Yes.

12. **Question:** What is the NASA policy concerning the length of IPA appointments?

**Answer:** The initial agreement can be made for not more than 2 years in length. Under the NASA Flexibility Act of 2004, assignments may be extended for up to 4 additional years—allowing the total period of an IPA assignment to be 6 years.

13. **Question:** Do the same guidelines apply to university personnel on IPA assignments as for state and local government employees? For example, state and local IPA assignees can supervise Federal government employees. Does this also apply to university personnel?

**Answer:** Yes. The guidelines are the same.



14. **Question:** Can university personnel be brought to NASA on an IPA on an excepted appointment?

**Answer:** Yes.

15. **Question:** Can permanent employees from a foreign university participate on IPA assignments?

**Answer:** No. IPA regulations restrict eligibility to employees of accredited domestic universities, public or private.

16. **Question:** Can relocation fees be paid for employees going on IPA assignments outside the commuting area?

**Answer:** Yes.

17. **Question:** Who approves IPA certifications for nonprofit organizations?

**Answer:** Center Directors, or designee, have the authority to certify nonprofit organizations for IPA participation. A copy of the approval letter must be provided to OHCM WMDD.

18. **Question:** Often university professors are not *called* career or permanent, but have worked at their universities in positions that appear to be permanent. Are they eligible for an IPA?

**Answer:** Yes. If the employee has been working for the university and has every expectation of continuing to work at the University each year, these employees are eligible for an IPA assignment.

19. **Question:** How does an incoming IPA assignee take relevant training courses?

**Answer:** IPA personnel can sign up for training courses by logging into the System for Administration, Training, and Educational Resources for NASA (SATERN) and registering for the needed courses.

20. **Question:** How does an incoming IPA assignee obtain a SATERN account?

**Answer:** A SATERN account may be set up for IPA assignees. Go to <https://satern.nasa.gov/elms/learner/login.jsp> to request an account. This will allow the IPA assignee to take mandatory or required training on-line (e.g, No Fear training, IT security, EPCS training, etc).

## APPENDIX C – GUIDE TO COMPLETING OPTIONAL FORM (OF) 69 – ASSIGNMENT AGREEMENT

This appendix is intended to clarify the information required on OF 69 by highlighting relevant provisions of the IPA Program and identifying sections of this Desk Guide that address those provisions in more detail. **Note that NASA requirements may vary from the instructions printed on the form.** OF 69 can be obtained by going to the OPM Web site and accessing the Forms page at: <http://www.opm.gov/forms/>. From the Forms screen, click the **Optional Forms (OF)** link, then click the **OF 69** Adobe Acrobat icon. The following figures show OF 69:

OF 69 # (Rev. 2-89)		<b>Assignment Agreement</b>	
U.S. Office of Personnel Management		Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371 - 3376)	
FPM Chapter 334			
INSTRUCTIONS			
<p>This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.</p> <p>The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.</p> <p>Copies of the completed and signed agreement should be retained by each signatory.</p>		<p>Within 30 days of the effective date of the assignment, two copies of this form must be sent to:</p> <p style="text-align: center;">U.S. Office of Personnel Management Personnel Mobility Program Staffing Operations Division/CEG 1900 E Street, NW Washington, D.C. 20415</p> <p>Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Programs in the U.S. Office of Personnel Management.</p>	
<b>PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT</b>			
1. Check Appropriate Box <input type="checkbox"/> New Agreement <input type="checkbox"/> Modification <input type="checkbox"/> Extension			
<b>PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE</b>			
2. Name (Last, First, Middle)			3. Social Security Number
4. Home Address (Street, City, State, ZIP Code)		5.- A. Have you ever been on a mobility assignment? <input type="checkbox"/> YES <input type="checkbox"/> NO	
		5.- B. If "YES", date of each assignment (Month and Year) From _____ To _____	
<b>PART 3 - PARTIES TO THE AGREEMENT</b>			
6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)		7. State or Local Government (Identify the governmental agency)	
8. Is assignment being made through a faculty fellow's program? If "YES", give name of the program. <input type="checkbox"/> YES <input type="checkbox"/> NO			
<b>PART 4 - POSITION DATA</b>			
A - Position Currently Held			
9. Employment Office Name and Address (Street, City, State and ZIP Code)		10. Employee's Position Title	11. Office Telephone Number (include the Area Code)
		12. Immediate Supervisor (Name and Title)	
B - Type of Current Appointment			
13. Federal Employees (Check appropriate box.) <input type="checkbox"/> Career Competitive <input type="checkbox"/> Other (Specify): _____		14. State and Local Employees State or Local Annual Salary	Original Date Employed by the State or Local Government (Month, Day, Year)
Grade Level			
C - Position To Which Assignment Will Be Made			
15. Employment Office Name and Address (Street, City, State and ZIP Code)		16. Assignee's Position Title	17. Office Telephone Number (include the Area Code)
		18. Immediate Supervisor (Name and Title)	
Previous edition is usable		50 69 - 105	

Figure C-01. OF 69 Page 1



<b>PART 9 - FISCAL OBLIGATIONS</b>	
<small>Identify, where appropriate, the office to which invoices and time and attendance records should be sent.</small>	
26. Federal Agency Obligations <i>(If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)</i>	27. State or Local Government Agency Obligations
<b>PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT</b>	
<input type="checkbox"/> 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.	
<input type="checkbox"/> 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.	
<b>PART 11 - OPTIONS</b>	
30. Indicate coverage "N/A", if not applicable.	
A. Federal Employees Group Life Insurance <input type="checkbox"/> Covered <input type="checkbox"/> N/A	31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)
B. Federal Civil Service Retirement system or Federal Employees Retirement System <input type="checkbox"/> Covered <input type="checkbox"/> N/A	
C. Federal Employee Health Benefits <input type="checkbox"/> Covered <input type="checkbox"/> N/A	
32. Other Benefits (indicate any other employee benefits to be made part of this agreement)	
<b>PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES</b>	
32. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.	
<b>Page 3</b>	

Figure C-03. OF 69 Page 3

<b>PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES</b>	
34. Check Appropriate Boxes	
<input type="checkbox"/> A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.	<input type="checkbox"/> D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
<input type="checkbox"/> B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.	<input type="checkbox"/> E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal employees only)
<input type="checkbox"/> C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.	
<b>PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE</b>	
In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.	
35. Location of Assignment (Name of Organization)	36. Date (Month, Day, Year) From _____ To _____
37. Signature of Assigned Employee	38. Date of Signature (Month, Day, Year)
<b>PART 15 - CERTIFICATION OF APPROVING OFFICIALS</b>	
In signing this agreement, we certify that:	
- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;	
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;	
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.	
State or Local Government Agency	Federal Agency
39. Signature of Authorizing Officer	40. Signature of Authorizing Officer
41. Date of Signature (Month, Day, Year)	41. Date of Signature (Month, Day, Year)
43. Typed Name and Title	42. Typed Name and Title
<b>PRIVACY ACT STATEMENT</b>	
Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income	taxing agencies.  Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.
Page 4	

Figure C-04. OF 69 Page 4

### General

- The OF 69 is filled out by NASA with input from the employee and the non-Federal entity.
- It is important to refer to Section 7, IPA Agreement, in this desk guide to ensure all required information listed in that section is properly documented in the OF 69.
- The Instructions at the top of OF 69 indicate OPM needs copies of the form. Do **not** send copies of the completed OF 69 to OPM. Send 1 copy of the fully executed agreement to NASA OHCM.

- Key points regarding time limits for assignments and extensions:
  - Assignment agreements can be made for up to 2 years. An extension for an additional 4 years is permitted.
  - An employee who has served for 6 continuous years on a single assignment may not have the appointment extended, nor be eligible for another appointment, without at least a 12-month return to duty with his or her regular employer. This applies to both Federal and non-Federal employees. Successive assignments without a break of at least 60 calendar days will be regarded as continuous service.
  - A Federal employee is limited to no more than a total of 6 years on IPA assignments while working for the Federal government (in any Federal agency). If a Center believes a waiver to this regulatory requirement is justified, the request must be submitted to the Agency IPA Program Manager for forwarding to OPM.
  - The work schedule (part-time, intermittent) of the IPA assignee has no bearing on the time limits specified above.
  - *For additional information regarding time limitations, see paragraph 3.5, Limits on Time Served and Number of Assignments, in this desk guide.*

## Part 1 – Nature of the Assignment Agreement

**Item 1** — Check the appropriate box that corresponds with the type of agreement. The definitions are as follows:

- **New Assignment** — an agreement that is not a modification or extension of a current assignment.
- **Modification** — a change to an existing agreement other than an extension of the time frame.
- **Extension** — an agreement that extends the time frame of the assignment.

## Part 2 – Information on Participating Employee

**Item 2** — Enter the Assignee's name and, although not specifically required by the form, indicate the citizenship of any incoming assignee. This will expedite compliance reviews of agreements. Any IPA assignment of a non-U.S. citizen must be approved in advance by the Administrator, unless otherwise delegated. *For detailed guidance regarding noncitizens, see paragraph 4.3, Noncitizens, in this desk guide.*

**Item 3** — Do not enter the Social Security Number.

**Item 4** — Do not enter the home address.

**Item 5B** — If the individual has served on previous assignments, verify that the proposed new assignment does not violate any of the limitations discussed above.

## Part 3 – Parties to the Agreement

**Item 7** — Indicate the non-Federal entity involved in the agreement. *For guidance on certifying such organizations, see paragraph 3.2, Approval of Other Organizations Including Nonprofit Organizations, in this desk guide.*

## Part 4 – Position Data

### Item 13 — Federal Employees

- If you indicate “other” because the NASA employee is not a career or career conditional employee, be specific in identifying the employee’s status and verify that he or she is eligible to participate. To be eligible, the employee must be a:
  - Career or career-conditional employee, or
  - Excepted service employee in tenure group I or II without time limitation, or
  - Career SES employee (approval of Administrator, or designee, is required), or
  - Presidential Management Fellows Program employee.
- *For eligibility requirements for NASA employees, see paragraph 3.3.1, Federal Employees, in this desk guide.*
- You should indicate the employee’s step (if applicable) as well as the grade in block 13. Make sure that the employee’s salary is documented on the form in this item and item 23. The IPA report to OPM must include specific salary information on all IPAs — outgoing as well as incoming — so it is not sufficient to indicate a NASA employee’s grade and step only.

### Item 14 — State and Local Employees

- The “State or Local Annual Salary” block should reflect annual salary without benefits or indirect costs for work performed on a full-time basis.
- The “Original Date Employed By” block should be consistent with the requirement for the non-Federal participant to have been employed by the entity for at least 90 days. If the employee has not been employed by the entity for at least 90 days, to determine if he or she is eligible by virtue of prior qualifying employment, see *paragraph 3.3.2, Non-Federal Employees, in this desk guide.*

**Item 16 - REMINDER:** If the individual is being assigned to an SES position either by detail or appointment, approval of the Administrator is required.

## Part 5 – Type of Assignment

### Item 19 — Check Appropriate Boxes

- “Outgoing” IPA assignees may be detailed or appointed to the non-Federal entity.
- “Incoming” assignments also may be detailed or appointed, although NASA typically uses details for incoming assignments.
- *For a discussion of the differences between detailing and appointing NASA employees to non-Federal entities, see Section 5, Assignments from NASA, in this desk guide.*

- *For a discussion of the differences between detailing and appointing non-Federal employees to NASA, see Section 4, Assignments to NASA, in this desk guide.*
- If the individual will be working a part-time or intermittent schedule, make sure that is indicated on the agreement and that the information pertaining to salary and benefits (as indicated in other sections of the agreement) is clear with respect to the actual amount being paid.

**Example:** If an employee is part-time and the agreement simply indicates “\$75,000 annual salary,” it is unclear whether this is the pro-rated salary being paid to the individual, or whether this amount reflects an annual salary for a full-time employee that will be pro-rated to a lesser amount based upon the work schedule. Clarify the actual amount being paid and indicate if the amount is pro-rated.

## Part 6 – Reason for Mobility Assignment

Complete as appropriate.

## Part 7 – Position Description

Complete as appropriate.

## Part 8 – Employee Benefits

### Items 23 and 24 – Pay

- Indicate salary exclusive of benefits with a separate figure to reflect fringe benefits. Do not indicate an amount that reflects a combination of salary and fringe benefits unless the costs are broken down elsewhere in the agreement or on an attachment. These amounts must be itemized separately for various required reports. For outgoing employees, indicate the employee’s grade, step, and salary.
- Key points:
  - Individuals assigned to NASA: If the pay from the non-Federal entity is less than the pay for a classified position to which the assignee is detailed, NASA must pay a salary supplement to make up the difference. If the individual is appointed to a position in NASA, the rules are more complicated; ***see paragraph 4.2.4, Setting Salary, in this desk guide.***
  - NASA employees *detailed* to non-Federal entities: If the position to which the employee is detailed normally would have a higher salary than the employee’s Federal position, the non-Federal entity can not pay a salary supplement.
  - NASA employees *appointed* to non-Federal entities: The employee may receive the pay normally associated with the position, even if the pay exceeds Federal pay



caps. (However, if appointed to a Federally-Funded Research and Development Center, the employee may not receive pay higher than his or her Federal position.) If the rate of pay is lower than the rate for the Federal position, NASA must make supplemental payments to the employee.

- *For information on pay for employees detailed to NASA, see paragraph 4.1.3, Pay, in this desk guide.*
- *For information on pay for employees appointed to NASA, see paragraphs 4.2.4, Setting Salary, and 4.2.5, Within-range Increase (WRI), in this desk guide.*
- *For information on pay for NASA employees detailed to non-Federal entities, see paragraph 5.1.3, Pay, in this desk guide.*
- *For information on pay for NASA employees appointed to non-Federal entities, see paragraph 5.2.3, Pay, in this desk guide.*

## Part 9 – Fiscal Obligations

### Items 26 and 27 – Cost Sharing

- These blocks are used to specify the cost-sharing arrangements for the mobility assignments.
- *For guidelines on cost sharing, see paragraph 3.6, Funding, in this desk guide.*
- These blocks should include rules and decisions related to traveling while on assignment. Refer to paragraph 6.3, Travel While on Assignment, in this desk guide.
- A complete cost breakdown must be included, but due to space limitations, you may wish to provide this information on a separate attachment.
- Key points:
  - The NASA IPA Assignee Cost Data form is required to document costs by salary, fringe benefits, and indirect costs.
  - Costs associated with travel and transportation expenses and allowances can be shown in Part 12, or a separate attachment. (Some Centers find it more convenient to prepare a separate attachment with detailed information on all costs, and indicate “see attachment” in blocks 23, 24, and 33.)
  - *See Appendix G, NASA IPA Assignee Cost Data Sheet, in this desk guide.*
- NOTE: NASA does NOT pay for indirect costs.

## Part 10 – Conflicts of Interest and Employee Conduct

- Agreements (and extensions) for individuals assigned to NASA by detail must be annotated to reflect that the detailee is required to file a financial disclosure report and to receive annual ethics training. This requirement can be met by stating, "The employee has been advised of the requirements to file a new entrant, and thereafter annual, financial disclosure form and to complete annual ethics training."
- Other requirements pertaining to IPA detailees:
  - Local Counsel must review agreements and extensions for conflicts of interest prior to execution.

- Centers must provide IPA detailees with written ethics material upon entry and offer an opportunity to meet with local Counsel regarding conflicts.
- Since IPA assignees are subject to the Ethics in Government Act, they are subject to filing financial disclosure reports (OGE Form 450 or SF-278).
- If a conduct or performance problem emerges, NASA or the non-Federal entity has the option of terminating the IPA agreement and returning the individual to his or her home organization. The IPA agreement should specify the amount of notice necessary before the assignment can be terminated. Centers may want to consider including a provision which permits a shorter notification period or none at all if a performance or conduct problem emerges.
- ***Standards of Conduct issues are addressed in paragraph 3.8, Standards of Conduct, in this desk guide.***

## Part 11 – Options

**Item 31** — Indicate what benefits will be retained by the home organization during the assignment and, if appropriate, what benefits the fringe benefits rate of pay includes.

## Part 12 – Travel & Transportation Expenses and Allowances

**Item 33** — Key points to remember:

- IPA assignees authorized to travel for NASA are required to use NASA's electronic travel and authorization travel voucher system for all official NASA related travel.
- Agencies may pay a per diem allowance at the assignment location or limited relocation expenses, *but not both*. A per diem allowance may be paid for the employee, but not for family members. A per diem allowance is only authorized for a maximum period of 2-years. The 2-year limitation includes modifications and extensions to the assignment agreement.
- NASA will report the appropriate travel reimbursement amounts to the IRS for tax purposes. Generally, any reimbursement for extended travel over 1 year will be taxed.
- The limited relocation expenses allowed under the Federal Travel Regulation (FTR) in connection with IPA assignments are: (1) travel and transportation expenses of the employee and his or her immediate family to and from the assignment; (2) transportation and temporary storage expenses of the employee's household goods and personal effects; (3) temporary quarters subsistence expenses at the time the assignment commences and at the time it ends; (4) miscellaneous expense allowance as permitted under the FTR. The provisions of the FTR determine what expenses are allowable.
- The expenses of selling or purchasing a residence and the expenses of property management services while on an assignment cannot be paid.
- When travel expenses are paid, the employee incurs an obligation to remain on the assignment for the entire period or 1 year, whichever is less.
- ***See Section 6, Travel Costs, in this desk guide for guidance on Travel Costs.***

## Part 13 – Applicability of Rules, Regulations, and Policies

Complete as appropriate.

## **Part 14 – Certification of Assigned Employee**

Complete as appropriate.

## **Part 15 – Certification of Approving Officials**

**Item 40** — REMINDER: Unless otherwise delegated, the Administrator retains authority to approve new IPA appointments, details, and extensions, including IPA details of non-citizens to NASA SES, ST, SL, and NEX positions. The Administrator also retains authority to approve IPA assignments of NASA SES, ST, SL, and NEX employees to non-Federal entities. Appointments from and to GS positions can be approved by the Center Director or, for Headquarters, the Executive Director, Headquarters Operations, unless otherwise delegated.

## APPENDIX D – IPA CHECKLIST

IPA CHECKLIST			
Name of Center/Specialist:			
Name of Assignee:			
		YES	NO
Date of Initial Assignment:			
Is initial assignment or extension period for 2 years or less?			
Is total period of assignment with extension 6 years or less?			
Eligibility of Non-Federal Organization:			
Is the organization eligible to participate in the IPA program?			
If non-profit, has the organization been certified? (Attach copy of certification letter.)			
		YES	NO
<b>ASSIGNMENT to NASA:</b>			
1.	Employee Eligibility:		
	a. Is the employee on a permanent position?		
	b. Has the employee been employed with the eligible organization for at least 90 days?		
2.	Is assignee a U.S. citizen?		
	If NO:		
	a. Does assignee have a proper VISA? (Typically J-1)		
	b. Has the Administrator approved the assignment?		
3.	Is assignment to an SES position?		
	If yes, has the Administrator approved the assignment?		
4.	Are reimbursable costs limited to salary, benefits and travel?		
5.	Was the assignment coordinated with the Security office?		
6.	Was the assignment coordinated with the Center Ethics Advisor?		
	If required, was the financial disclosure form completed?		
		YES	NO
<b>ASSIGNMENT from NASA:</b>			
1.	Employee Eligibility:		
	a. Is the employee on a permanent position or a PMF?		
2.	If employee is being appointed on IPA, was LWOP processed?		
3.	Has employee been on prior IPA assignments for 6 or more years?		
4.	Is employee holding an SES/ST/SL/NEX position?		
	If yes, has the appropriate level of approval been obtained?		
		YES	NO
Was an Assignment Agreement (OF 69) or equivalent completed?			
For detailees to NASA, was the Agreement reviewed by Center's General Counsel?			
Was a copy of the final package sent to the Center's Financial Management Officer and/or Office of Security?			
Was a copy of the final package sent to the HQ, Office of Human Capital Management?			
<b>IF ANY OF THE SHADED BOXES ARE CHECKED, YOU MAY <u>NOT</u> BE IN COMPLIANCE WITH REQUIREMENTS OF THE IPA PROGRAM.</b>			

## APPENDIX E - SAMPLE INTERGOVERNMENTAL PERSONNEL ACT CERTIFICATION LETTER

This appendix contains a sample certification letter that is sent to a non-Federal entity when a Center approves that entity for the IPA program.

IPA Organization  
Address  
Address

Dear \_\_\_\_\_:

This is in reply to your request for an eligibility determination for the *(insert name of organization requesting certification)* to participate in the Intergovernmental Personnel Act (IPA) mobility assignment program. Based on information that you submitted, we have determined that *(insert name of organization)* meets IPA eligibility requirements and is eligible to participate in the IPA program.

IPA program regulations provide for the certification of:

A nonprofit organization which has as one of its principal functions the offering of professional advisory, research, educational, or development services, or related services, to governments or universities concerned with public management.

Your materials indicate that you *(insert brief summary of organization's functions that meet the paragraph described above)*. Based on this and other information submitted with your request, we conclude that *(insert name of organization requesting certification)* may participate in the IPA Program.

If we can be of further assistance, please contact *(insert name and phone number)*.

Sincerely,

## APPENDIX F – IPA SALARY GUIDELINES

This appendix provides information on IPA salary guidelines for incoming and outgoing IPA assignees.

<b>IPA Salary Guidelines Incoming – Assignments to NASA</b>	
<b>Method of Assignment</b>	<b>Guidelines for Funding</b>
<p><b>DETAIL</b></p> <ul style="list-style-type: none"> <li>• Assignee continues to be employee of organization from which detailed</li> <li>• Does not count against FTEs</li> <li>• May be detailed to classified position or to unevaluated duties</li> <li>• Personnel action not processed</li> <li>• May be detailed to supervisory positions</li> </ul>	<p><b>Assigned to Unclassified Duties</b></p> <ul style="list-style-type: none"> <li>• Reimbursement for salary cannot exceed assignee’s salary from home institution, except:                             <ul style="list-style-type: none"> <li>○ If assignee earns consulting fees that are lost upon accepting the assignment, they may be considered part of pay</li> </ul> </li> <li>• There is no authority to augment the salary by locality rates or geographical differentials, regardless of any relocation involved</li> <li>• There is no pay cap, but pay is constrained by above guidelines</li> </ul> <p><b>Assigned to a Classified Position</b></p> <ul style="list-style-type: none"> <li>• Assignee is entitled to be paid rate of pay (including locality rate) for grade level to which appointed</li> <li>• If rate of pay for grade level to which assigned exceeds assignee’s salary (and consultant reimbursement), individual receives a salary supplement to make up the difference (excluding SES)</li> </ul>
<p><b>APPOINTMENT</b> <i>(Rarely used in NASA)</i></p> <ul style="list-style-type: none"> <li>• Appointee is considered a NASA employee and counts against FTE ceiling</li> <li>• Request for Personnel Action, SF-50 is required</li> </ul>	<ul style="list-style-type: none"> <li>• Assignee is entitled to rate of pay of the grade to which appointed</li> <li>• Appointments above the minimum rate for the grade may be made, based on superior qualifications criteria</li> <li>• Assignees are eligible for WRI if appointed for more than one year</li> </ul>

<b>IPA Salary Guidelines Outgoing – Assignments from NASA</b>	
<b>Method of Assignment</b>	<b>Guidelines for Funding</b>
<p><b>DETAIL</b></p> <ul style="list-style-type: none"> <li>• Employee continues to occupy his or her NASA position, and counts against the FTE ceiling</li> <li>• Personnel Action is processed</li> </ul>	<ul style="list-style-type: none"> <li>• Employee continues to receive pay for his or her position of record; gaining activity may reimburse NASA for salary</li> <li>• Employee continues to receive WRIs and can receive promotions (e.g., career ladder promotion)</li> <li>• Locality pay percentage used in the computation is based on the location of the NASA position unless assignee is receiving change of station (relocation) allowance, in which case the locality rate of the duty location is used</li> </ul>
<p><b>APPOINTMENT</b></p> <ul style="list-style-type: none"> <li>• If appointed to a non-Federal entity, the employee is placed on LWOP and does not count against the FTE ceiling</li> <li>• Personnel Action is processed to record the LWOP</li> </ul>	<ul style="list-style-type: none"> <li>• Employee may receive the pay for the position, even if it is higher than his or her NASA salary except: <ul style="list-style-type: none"> <li>○ If appointed to an FFRDC, employee may not receive pay higher than his or her Federal salary</li> <li>○ If rate of pay (including the locality rate) is lower than the employee’s NASA salary, NASA must make supplemental payments.</li> </ul> </li> <li>• Employee continues to receive WRIs as if in a pay status, and can receive promotions (e.g., career ladder promotion)</li> <li>• Locality pay percentage used in the computation is based on the location of the NASA position unless assignee is receiving change of station (relocation) allowance, in which case the locality rate of the duty location is used</li> </ul>

**APPENDIX G – NASA IPA ASSIGNEE COST DATA SHEET**

**NASA IPA ASSIGNEE COST DATA**

Eligibility requirement: An employee of a non-Federal organization must be employed by that organization for at least 90 days in a career position before entering into an IPA agreement.

Name of Proposed Assignee: \_\_\_\_\_

Center Name: \_\_\_\_\_

Current Salary: Please indicate if salary is paid on an annual or academic basis. Certified salary must be the actual salary paid by the institution (e.g., a 9-month academic salary paid over an 11 or 12 month period should be recorded as a 9-month salary). SALARY MAY NOT BE ADJUSTED FOR THE PURPOSE OF THIS ASSIGNMENT.

Check only one:

Annual Salary \$ \_\_\_\_\_

Academic Salary \$ \_\_\_\_\_

9 months  10 months  11 months

Other \_\_\_\_\_ months

Employer's contribution to fringe benefits for 1-year period (excluding indirect costs and administrative costs such as tuition reimbursement, cost of negotiating assignment agreements, preparing payroll records and assignment reports, etc.): \_\_\_\_\_%

Cost-Sharing

**IT IS EXPECTED THAT ASSIGNMENTS WILL BE MADE ON A SHARED COST BASIS OF AT LEAST 10% OF THE TOTAL PROPOSED COST OF SALARY, TO INCLUDE FRINGE BENEFITS AND INDIRECT COSTS, IF APPLICABLE.**

WE AGREE TO COST SHARE 10% OR  WE AGREE TO COST SHARE \_\_\_\_\_\*

**\*A justification is required if there is less than a 10% cost share.**

\_\_\_\_\_  
Certifying Official's Signature\*\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Area Code & Phone Number

\*\*Submission of IPA Assignee Cost Data sheet reflects concurrence to the cost sharing arrangements.



## APPENDIX H – SAMPLE CONFLICTS-OF-INTEREST CERTIFICATIONS

This appendix contains sample certifications used by HQ in advance of an IPA assignment. If you wish to use any of these samples at your own Center, contact the Ethics Team at [ethicsteam@hq.nasa.gov](mailto:ethicsteam@hq.nasa.gov).

**INCOMING IPA CONFLICTS-OF-INTEREST CERTIFICATION  
FOR NEW INCOMING IPA AGREEMENT  
(NON-SES PERSONNEL)**

By accepting an IPA assignment with NASA, I understand and agree to the following:

1. I will be subject to a number of laws governing ethics and standards of conduct of Federal employees. For example, I understand that I must avoid working on anything at NASA that will affect my personal financial interests, including those of my spouse and my employer. I understand that violation of the ethics laws may subject me to administrative and criminal penalties.
2. **FINANCIAL DISCLOSURE:**
  - a. I must complete a **Confidential Financial Disclosure Report (OGE Form 450)** and will submit the original signed, hard copy of the form with my other IPA agreement paperwork. *(You can obtain a copy of a form from the "Forms Library" section of the Office of Government Ethics Web page, ([www.oige.gov](http://www.oige.gov)))*
  - b. I will complete and file an **annual OGE Form 450** by February 15th of each year that I remain in an IPA assignment at NASA.
3. **ETHICS ORIENTATION AND TRAINING:**
  - a. During my first week at NASA, I will set up an appointment with an Ethics Counselor for an **ethics orientation**.
  - b. During my orientation, I will be provided with a copy of "**Standards of Ethical Conduct for Employees of the Executive Branch**" to review. I understand that I may take one hour of official time to complete this review.
  - c. I will complete **annual ethics training** for NASA employees for each year that I remain in an IPA assignment at NASA.
4. If I do not understand any of these requirements, or if I have any questions about them, I will contact a NASA Ethics Counselor in the General Counsel's Office.

**TO CONTACT AN ETHICS COUNSELOR:**  
Phone (202) 358-2465 or E-mail: [ethicsteam@hq.nasa.gov](mailto:ethicsteam@hq.nasa.gov)

\_\_\_\_\_  
Assignee's name (printed)

\_\_\_\_\_  
Assignee's Signature and Date

**INCOMING IPA CONFLICTS-OF-INTEREST CERTIFICATION  
FOR NEW INCOMING IPA AGREEMENT  
(SES PERSONNEL)**

By accepting an IPA assignment with NASA, I understand and agree to the following:

1. I will be subject to a number of laws governing ethics and standards of conduct of Federal employees. For example, I understand that I must avoid working on anything at NASA that will affect my personal financial interests, including those of my spouse and my employer. I understand that violation of the ethics laws may subject me to administrative and criminal penalties.
2. **FINANCIAL DISCLOSURE:**
  - a. I must complete a **Public Financial Disclosure Report (SF 275)** and will submit the original signed, hard copy of the form with my other IPA agreement paperwork. *(You can obtain a copy of a form from the "Forms Library" section of the Office of Government Ethics Web page ([www.ogoe.gov](http://www.ogoe.gov))).*
  - b. I will complete and file an **annual SF 275** by February 15th of each year that I remain in an IPA assignment at NASA.
3. **ETHICS ORIENTATION AND TRAINING:**
  - a. During my first week at NASA, I will set up an appointment with an Ethics Counselor for an **ethics orientation**.
  - b. During my orientation, I will be provided with a copy of "**Standards of Ethical Conduct for Employees of the Executive Branch**" to review. I understand that I may take one hour of official time to complete this review.
  - c. I will complete **annual ethics training** for NASA employees for each year that I remain in an IPA assignment at NASA.
4. If I do not understand any of these requirements, or if I have any questions about them, I will contact a NASA Ethics Counselor in the General Counsel's Office.

**TO CONTACT AN ETHICS COUNSELOR:**

Phone (202) 358-2465 or E-mail [ethicsteam@hq.nasa.gov](mailto:ethicsteam@hq.nasa.gov)

\_\_\_\_\_  
Assignee's name (printed)

\_\_\_\_\_  
Assignee's Signature and Date

**IPA CONFLICTS-OF-INTEREST CERTIFICATION  
FOR EXTENSION OF IPA AGREEMENT  
(NON-SES PERSONNEL)**

By accepting an extension of my IPA assignment with NASA, I understand and agree to the following:

1. I will continue to be subject to a number of laws governing ethics and standards of conduct of Federal employees. For example, I understand that I must avoid working on anything at NASA that will affect my personal financial interests, including those of my spouse and my employer. I understand that violation of the ethics laws may subject me to administrative and criminal penalties.
2. **ANNUAL FINANCIAL DISCLOSURE:** I will complete and file an annual Confidential Financial Disclosure Report (**OGE Form 450**) form by February 15th of each year that I remain in an IPA assignment at NASA.
3. **ANNUAL ETHICS TRAINING:** I will complete annual ethics training for NASA employees for each year that I remain in an IPA assignment at NASA.
4. If I do not understand any of these requirements, or if I have any questions about any ethics matter, I will contact a NASA Ethics Counselor in the General Counsel's Office.

**TO CONTACT AN ETHICS COUNSELOR:**

Phone (202) 358-2465 or E-mail: [ethicsteam@hq.nasa.gov](mailto:ethicsteam@hq.nasa.gov)

\_\_\_\_\_  
Assignee's name (printed)

\_\_\_\_\_  
Assignee's Signature and Date

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National Aeronautics and Space Administration

**Headquarters**

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Washington, DC 20546

[www.nasa.gov](http://www.nasa.gov)

SREF-3000-0038