

NONREIMBURSABLE INTERAGENCY AGREEMENT NO. 32425
BETWEEN
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER
AND THE UNITED STATES SPACE FORCE
FOR NASA FLIGHT OPERATIONS/US SPACE FORCE TECHNICAL EXCHANGE.

ARTICLE 1. AUTHORITY AND PARTIES

The National Aeronautics and Space Administration Lyndon B. Johnson Space Center, located at 2101 NASA Parkway, Houston, Texas 77058 (hereinafter referred to as "NASA" or "NASA JSC") and the United States Space Force, located at 1670 Air Force Pentagon, Washington, DC 20330-1670(hereinafter referred to as "USSF"), enter into this Interagency Agreement (hereinafter referred to as "IAA" or "Agreement") in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e). NASA and USSF may be individually referred to as a "Party" and collectively referred to as the "Parties."

ARTICLE 2. PURPOSE

The purpose of this IAA is to support ongoing space operations cooperative technical exchange opportunities between NASA Flight Operations Directorate and the United States Space Force. Despite their disparate missions, NASA and USSF share a common domain of operations—space—and with it a shared interest in similar capabilities, best practices, and operational techniques. Historically, NASA and the Department of Defense (DoD) have routinely and extensively collaborated in operations, training, safety, and other aspects of the space domain. With so many areas of common interest--among them space situational awareness, launch safety, ground control of satellites, mission design, astronaut training, contingency resolution—it is critical for both NASA and USSF to share techniques, training, and best practices among space professionals for the benefit of the nation. To further these goals, this agreement between the NASA Flight Operations Directorate and the United States Space Force enables and encourages such development and sharing of their respective talent pools.

ARTICLE 3. RESPONSIBILITIES

NASA will use reasonable efforts to:

1. Provide opportunities for USSF participation in a Rendezvous, Proximity Operations (RPO) and Robotics Internship, which shall include:
 - a. Approximately 65 hours of classroom- and simulator-based training, offered 3-4 times per year, primarily focused on RPO and Robotics
 - b. On-the-job training, mentorship, and other learning events that do not interfere with mission accomplishment

- c. Assisting the USSF Liaison (as assigned by the USSF) with administrative support, such as coordinating class events, communicating with students, submitting badge requests, requesting system access
2. Provide opportunities for USSF detailees at NASA/JSC for discrete NASA flight operations functions such as CAPCOM duties
3. Provide opportunities for long-term rotational/exchange assignments at NASA/JSC for USSF personnel for terms up to 3 years, not to exceed the term of this IAA
4. Work with USSF to develop a space-specific test training program (notionally, "Test Pilot School Space Course")
5. Advise and assist USSF in development and implementation of other programs of a technical nature
6. Prior to agreement expiration, develop and review lessons learned with other party's stakeholders for possible follow-on agreement

USSF will use reasonable efforts to:

1. Provide opportunities for NASA participation in a Strategic Threat Immersion program to develop NASA leaders with insight into strategic space threats through USSF education and training programs, space situational awareness, threat awareness, and leadership training opportunities. This program shall include:
 - a. Approximately 32 hours of classroom and on-the-job training activities with various organizations, offered 2-3 times per year
 - b. Curriculum tailored, to the maximum extent possible, based on participant interests and backgrounds
2. Provide opportunities for NASA participation in a Space Operations and Training Immersion program to expose NASA flight controllers, instructors, and other personnel to USSF best practices in ops and training and foster continued USSF/NASA cooperation. This program shall include:
 - a. Approximately 16 to 32 hours, offered 2-3 times per year, targeted toward early-career and mid-level NASA personnel
 - b. Curriculum tailored, to the maximum extent possible, to participants interests and backgrounds
 - c. Site-specific exposure to space operations installations including, but not limited to, the Colorado Springs area, Vandenburg AFB, and Patrick AFB/Cape Canaveral
3. Provide detailees to NASA/JSC for discrete NASA flight operations functions, such as CAPCOM duties
4. Provide opportunities for long-term rotational/exchange assignments at USSF for NASA/JSC personnel for terms up to 1-3 years, not to exceed the term of this IAA
5. Work with NASA to develop and implement a space-specific test training program (notionally, "Test Pilot School Space Course") that could support future NASA participation
6. Advise and assist NASA in development and implementation of other programs of a technical nature
7. Prior to agreement expiration, develop and review lessons learned with other party's stakeholders for possible follow-on agreement

8. Assigning an onsite USSF Liaison who will primarily be responsible for providing administrative support for the RPO and Robotics Internship (e.g. coordinating class events, communicating with students, submitting badge requests, requesting system access).

ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" Article are as follows:

NASA and USSF coordinate activities under this Agreement for FY 2021	Agreement Execution + 60 days
NASA and USSF coordinate activities under this Agreement for FY 2022	AUG 2021
NASA and USSF coordinate activities under this Agreement for FY 2023	AUG 2022
NASA and USSF coordinate activities under this Agreement for FY 2024	AUG 2023
NASA and USSF coordinate activities under this Agreement for the remainder of the IAA's term in FY 2025	AUG 2024
Partner stakeholders develop and review lessons learned with [other party's} stakeholders and possible follow-on Agreement	Agreement Expiration - 180 days

ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation in this IAA, including personnel labor and TDY costs. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

ARTICLE 6. PRIORITY OF USE

Any schedule or milestone in this IAA is estimated based upon the Parties' current understanding of the projected availability of its respective goods, services, facilities, or equipment. In the event that either Party's projected availability changes, NASA or USSF, respectively, shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's and USSF use of its own goods, services, facilities, or equipment shall have priority over the use planned in this IAA.

ARTICLE 7. LIABILITY AND RISK OF LOSS

Each Party agrees to assume liability for its own risks arising from or related to activities conducted under this IAA.

ARTICLE 8. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

NASA and USSF agree that the information and data exchanged in furtherance of the activities under this IAA will be exchanged without use and disclosure restrictions unless required by national security regulations (e.g., classified information) or as otherwise provided in this IAA or agreed to by NASA and other Federal Agency for specifically identified information or data (e.g., information or data specifically marked with a restrictive notice).

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS - HANDLING OF DATA

A. In the performance of this Agreement, NASA or USSF (as "Disclosing Party") may provide the other Party (as "Receiving Party") with:

1. data of third parties that the Disclosing Party has agreed to handle under protective arrangements or is required to protect under the Trade Secrets Act (18 U.S.C. § 1905) ("Third Party Proprietary Data"), or
2. Government data, including software, the use and dissemination of which, the Disclosing Party intends to control ("Controlled Government Data").

B. All Third Party Proprietary Data and Controlled Government Data provided by Disclosing Party to Receiving Party shall be marked by Disclosing Party with a restrictive notice and protected by Receiving Party in accordance with this Article.

C. Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data.

1. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

2. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

3. NASA software and related Data will be provided to Partner under a separate Software Usage Agreement (SUA). USSF shall use and protect the related data in accordance with this Article.

D. For Data with a restrictive notice and Data identified in this Agreement or an accompanying funding document, Receiving Party shall:

1. Use, disclose, or reproduce the Data only as necessary under this Agreement;
2. Safeguard the Data from unauthorized use and disclosure;

3. Allow access to the Data only to its employees and any Related Entity requiring access under this Agreement;
4. Except as otherwise indicated in D.3., preclude disclosure outside Receiving Party's organization;
5. Notify its employees with access about their obligations under this Article and ensure their compliance, and notify any Related Entity with access about their obligations under this Article; and
6. Dispose of the Data as Disclosing Party directs.

E. If the Parties exchange Data having a notice deemed ambiguous or unauthorized by the receiving Party, it should tell the providing Party. If the notice indicates a restriction, the receiving Party must protect the Data under this Article unless otherwise directed in writing by the providing Party.

- F. Notwithstanding any restrictions provided in this Article, the Parties are not restricted in the use, disclosure, or reproduction of Data provided under this Agreement that is:
1. known or available from other sources without restriction;
 2. known, possessed, or developed independently, and without reference to the Proprietary Data;
 3. made available by the owners to others without restriction; or
 4. required by law or court order to be disclosed.

If a Party believes that any exceptions apply, it shall notify the other Party before any unrestricted use, disclosure, or reproduction of the Data.

ARTICLE 10. INTELLECTUAL PROPERTY RIGHTS - INVENTION AND PATENT RIGHTS

Unless otherwise agreed upon by NASA and USSF, custody and administration of inventions made (conceived or first actually reduced to practice) under this IAA will remain with the respective inventing Party. In the event an invention is made jointly by employees of the Parties (including by employees of an Party's contractors or subcontractors for which the U.S. Government has ownership), the Parties will consult and agree as to future actions toward establishment of patent protection for the invention.

ARTICLE 11. RELEASE OF GENERAL INFORMATION TO THE PUBLIC AND MEDIA

NASA or USSF may, consistent with Federal law and this Agreement, release general information regarding its own participation in this IAA as desired. Insofar as participation of the other Party in this IAA is included in a public release, NASA and USSF will seek to consult with each other prior to any such release, consistent with the Parties' respective policies.

Pursuant to Section 841(d) of the NASA Transition Authorization Act of 2017, Public Law 115-10 (the "NTAA"), NASA is obligated to publicly disclose copies of all agreements conducted pursuant to NASA's 51 U.S.C. §20113(e) authority in a searchable format on the NASA website within 60 days after the agreement is signed by the Parties. The Parties acknowledge that, if this IAA is entered into pursuant to NASA's 51 U.S.C. §20113(e) authority, this IAA will be disclosed, without redaction, in accordance with the NTAA.

ARTICLE 12. TERM OF AGREEMENT

This IAA becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or five years from the effective date, whichever comes first.

ARTICLE 13. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing thirty (30) calendar days written notice to the other Party.

ARTICLE 14. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" and related clauses shall survive such expiration or termination of this Agreement.

ARTICLE 15. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Agreement.

Management Points of Contact

NASA Lyndon B. Johnson Space Center
Stephen A. Koerner
Director, Flight Operations
Mail Stop: CA111
2101 NASA Parkway
Houston, Texas 77058
Phone: 281.483.0671
stephen.a.koerner@nasa.gov

United States Space Force
Col Nick Hague
Director, USSF Test & Evaluation
1670 Air Force Pentagon
Suite 1105
Washington, DC 20330
Phone: 571.218.7564
tyler.hague@us.af.mil

Technical Points of Contact

NASA Lyndon B. Johnson Space Center
William Lark Howorth
FOD Interagency Operations Liaison
Mail Suite: CM
2101 NASA Parkway
Houston, Texas 77058
Phone: 281.483.2754
william.l.howorth@nasa.gov

United States Space Force
Lt Col William Vu
NASA Military Liaison Officer
Mail Suite: CB
210 Falcon Parkway
Suite 1105
Schriever AFB, CO 80912-5006
Phone: 281.483.0971
william.d.vu@nasa.gov

ARTICLE 16. DISPUTE RESOLUTION

All disputes concerning questions of fact or law arising under this IAA shall be referred by the claimant in writing to the appropriate person identified in this IAA as the "Points of Contact." The persons identified as the "Points of Contact" for NASA and USSF will consult and attempt to resolve all issues arising from the implementation of this IAA. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this IAA, or their designees, for joint resolution after the Parties have separately documented in writing clear reasons for the dispute. As applicable, disputes will be resolved pursuant to The Department of the Treasury's Intragovernmental Transaction Guide.

ARTICLE 17. MODIFICATIONS

Any modification to this IAA shall be executed, in writing, and signed by an authorized representative of NASA and the USSF.

ARTICLE 18. APPLICABLE LAW

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

ARTICLE 19. LOAN OF GOVERNMENT PROPERTY

The parties shall enter into a NASA Form 893, Loan of NASA Equipment, for NASA equipment loaned to Partner.

ARTICLE 20. SPECIAL CONSIDERATIONS

United States citizenship and an active security clearance are required for all NASA and USSF personnel that will have access to any classified information. Each party will be responsible for obtaining security clearance approval for the personnel directly supporting operations, to include those contracted to support operations under this IAA. Individuals not possessing an active security clearance will be limited to participating in

non-classified activities under this IAA; however, all efforts will be made to maximize participation to the greatest extent practicable.

ARTICLE 21. SIGNATORY AUTHORITY

Approved and authorized on behalf of each Party by:

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION
LYNDON B. JOHNSON SPACE CENTER

UNITED STATES SPACE FORCE

BY: _____
Stephen A. Koerner
Director, Flight Operations

BY: _____
Col Nick Hague
Director, USSF Test & Evaluation

DATE: _____

DATE: _____