

119TH CONGRESS
2D SESSION

S. 3672

To amend title 51, United States Code, to authorize the Administrator of the National Aeronautics and Space Administration to conduct a public-private talent program, and for other purposes.

IN THE SENATE OF THE UNITED STATES

JANUARY 15, 2026

Mr. KIM (for himself, Mr. WICKER, Mr. PADILLA, and Mr. CORNYN) introduced the following bill; which was read twice and referred to the Committee on Commerce, Science, and Transportation

A BILL

To amend title 51, United States Code, to authorize the Administrator of the National Aeronautics and Space Administration to conduct a public-private talent program, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “NASA Talent Ex-
5 change Program Act”.

1 **SEC. 2. NATIONAL AERONAUTICS AND SPACE ADMINISTRA-**
 2 **TION PUBLIC-PRIVATE TALENT PROGRAM.**

3 Section 20113 of title 51, United States Code, is
 4 amended by adding at the end the following new sub-
 5 section:

6 “(o) PUBLIC-PRIVATE TALENT PROGRAM.—

7 “(1) ASSIGNMENT AUTHORITY.—

8 “(A) IN GENERAL.—Subject to subpara-
 9 graph (B), the Administrator may arrange for
 10 the temporary assignment of—

11 “(i) an employee of the Administra-
 12 tion to a private sector entity; or

13 “(ii) an employee of a private sector
 14 entity to the Administration.

15 “(B) AGREEMENT AND CONSENT.—The
 16 Administrator may only arrange for an assign-
 17 ment under subparagraph (A) if the Adminis-
 18 trator has obtained—

19 “(i) the agreement of the private sec-
 20 tor entity concerned; and

21 “(ii) the consent of the employee con-
 22 cerned.

23 “(2) AGREEMENTS.—

24 “(A) IN GENERAL.—The Administrator
 25 shall provide for a written agreement among
 26 the Administrator, the private sector entity con-

cerned, and the employee concerned regarding the terms and conditions of the assignment of an employee under this subsection.

“(B) ELEMENTS.—An agreement under subparagraph (A) shall—

“(i) in the case of an employee of the Administration—

“(I) require the employee, upon completion of the assignment, to serve in the Administration (or elsewhere in the civil service of the Federal Government if approved by the Administrator) for a period equal to twice the length of the period during which the employee was assigned to the private sector entity; and

“(II) contain language prohibiting the employee from improperly using predecisional or draft deliberative information that the employee may be privy to or aware of with respect to Administration programing, budgeting, resourcing, acquisition, or procurement for the benefit or advan-

1 tage of the private sector entity to
 2 which the employee is assigned; and

3 “(ii) provide that if the employee of
 4 the Administration or of the private sector
 5 entity, as applicable, fails to comply with
 6 the terms of the agreement, such employee
 7 shall be liable to the United States for pay-
 8 ment of all expenses of the assignment, un-
 9 less such failure is for good and sufficient
 10 reason, as determined by the Adminis-
 11 trator.

12 “(C) TREATMENT OF LIABILITY FOR EX-
 13 PENSES.—

14 “(i) IN GENERAL.—Any amount for
 15 which an employee is liable under subpara-
 16 graph (B)(ii) shall be treated as a debt due
 17 the United States.

18 “(ii) WAIVER.—The Administrator
 19 may waive, in whole or in part, collection
 20 of a debt described in clause (i) based on
 21 a determination that collection of the debt
 22 would be against equity and good con-
 23 science and not in the best interests of the
 24 United States, after taking into account
 25 any indication of fraud, misrepresentation,

1 fault, or lack of good faith on the part of
2 the employee concerned.

3 “(3) TERMINATION.—An assignment under this
4 subsection may, at any time and for any reason, be
5 terminated by the Administration or the private sec-
6 tor entity concerned, as applicable.

7 “(4) DURATION.—

8 “(A) IN GENERAL.—An assignment under
9 this subsection shall be—

10 “(i) for a period not less than 90 days
11 and not more than 2 years; and

12 “(ii) subject to subparagraph (B), re-
13 newable for a period not more than 2
14 years.

15 “(B) EXTENSION.—A renewal of an as-
16 signment under this subsection may be for a pe-
17 riod more than 2 years, but not more than 4
18 years total, if the Administrator determines
19 that the assignment is necessary to meet crit-
20 ical mission or program requirements.

21 “(5) STATUS OF FEDERAL EMPLOYEES AS-
22 SIGNED TO PRIVATE SECTOR ENTITIES.—

23 “(A) IN GENERAL.—An employee of the
24 Administration who is assigned to a private sec-
25 tor entity under this subsection shall be consid-

1 ered, during the period of such assignment, to
2 be on detail to a regular work assignment with-
3 in the Administration for all purposes. The
4 written agreement under paragraph (2) with re-
5 spect to such employee shall address the spe-
6 cific terms and conditions related to the contin-
7 ued status of the employee as a Federal em-
8 ployee.

9 “(B) CERTIFICATION.—In establishing a
10 temporary assignment of an employee of the
11 Administration to a private sector entity under
12 this subsection, the Administrator shall—

13 “(i) certify that such assignment shall
14 not have an adverse or negative impact on
15 mission attainment or organizational capa-
16 bilities associated with such assignment;
17 and

18 “(ii) ensure that the normal duties
19 and functions of such employee—

20 “(I) can be reasonably performed
21 by other employees of the Administra-
22 tion without the permanent transfer
23 or reassignment of other personnel of
24 the Administration; and

1 “(II) are not, as a result of and
 2 during the course of such temporary
 3 assignment, performed or augmented
 4 by contractor personnel in violation of
 5 section 1710 of title 41.

6 “(6) TERMS AND CONDITIONS FOR PRIVATE
 7 SECTOR EMPLOYEES.—An employee of a private sec-
 8 tor entity who is assigned to the Administration
 9 under this subsection—

10 “(A) shall continue to receive pay and ben-
 11 efits from the private sector entity from which
 12 such employee is assigned;

13 “(B) except as provided in subparagraph
 14 (C), shall not receive pay or benefits from the
 15 Administration;

16 “(C) shall be considered to be an employee
 17 of the Administration for purposes of—

18 “(i) chapters 73 and 81 of title 5;

19 “(ii) sections 201, 203, 205, 207,
 20 208, 209, 603, 606, 607, 643, 654, 1905,
 21 and 1913 of title 18, except that such sec-
 22 tion 209 shall not apply to any salary, or
 23 contribution or supplementation of salary,
 24 made under subparagraph (A);

1 “(iii) sections 1343, 1344, and
2 1349(b) of title 31;

3 “(iv) chapter 171 of title 28, United
4 States Code (commonly known as the
5 ‘Federal Tort Claims Act’) and any other
6 Federal tort liability law; and

7 “(v) chapter 21 of title 41;

8 “(D) shall not have access to any trade se-
9 crets or any other nonpublic information that is
10 of commercial value to the private sector entity
11 from which such employee is assigned;

12 “(E) may not perform work that is consid-
13 ered inherently governmental in nature; and

14 “(F) may not be used to circumvent any
15 limitation or restriction on the size of the work-
16 force of the Administration.

17 “(7) CONFLICTS OF INTEREST.—The Adminis-
18 trator shall implement a system to identify, mitigate,
19 and manage any conflict of interests that may arise
20 as a result of the assignment of an employee under
21 this subsection.

22 “(8) PROHIBITION AGAINST CHARGING CERTAIN
23 COSTS TO THE FEDERAL GOVERNMENT.—A private
24 sector entity may not charge the Administration or
25 any other agency of the Federal Government, as di-

1 rect or indirect costs under a Federal contract, the
2 costs of pay or benefits paid by the entity to an em-
3 ployee assigned to the Administration under this
4 subsection for the period of the assignment con-
5 cerned.

6 “(9) CONSIDERATIONS.—In carrying out this
7 subsection, the Administrator shall take into consid-
8 eration—

9 “(A) the manner in which assignments
10 under this subsection may best meet the needs
11 of the Administration with respect to the train-
12 ing of employees; and

13 “(B) as applicable, areas of particular pri-
14 vate sector expertise, such as cybersecurity.

15 “(10) ANNUAL REPORT.—

16 “(A) IN GENERAL.—Not later than 180
17 days after the date of the enactment of this
18 subsection, and not later than April 30 each
19 year thereafter, the Administrator shall submit
20 to the Committee on Commerce, Science, and
21 Transportation of the Senate and the Com-
22 mittee on Science, Space, and Technology of
23 the House of Representatives a report summa-
24 rizing the implementation of this subsection.

1 “(B) ELEMENTS.—Each report required
2 by subparagraph (A) shall include, for the pre-
3 ceding fiscal year, the following:

4 “(i) The total number of employees of
5 private sector entities assigned to the Ad-
6 ministration.

7 “(ii) The total number of employees of
8 the Administration assigned to private sec-
9 tor entities.

10 “(iii) A brief description and assess-
11 ment of the talent management benefits as
12 a result of such assignments, including—

13 “(I) an identification of the pri-
14 vate sector entities to and from which
15 employees were assigned;

16 “(II) a complete listing of the po-
17 sitions such employees were assigned
18 to and from;

19 “(III) an identification of as-
20 signed roles and objectives of such as-
21 signments;

22 “(IV) the duration of each such
23 assignment;

24 “(V) the pay grades and levels of
25 each such assignment; and

1 “(VI) a description of any identi-
2 fied strategic human capital or oper-
3 ational challenge of such assignments.

4 “(11) REGULATIONS.—Not later than 30 days
5 after the date of the enactment of this subsection,
6 the Administrator shall promulgate regulations to
7 carry out this subsection.”.

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