

U.S. DEPARTMENT OF COMMERCE

STANDARD CONDITIONS OF EMPLOYMENT FOR
U.S. CITIZENS STATIONED AT OVERSEAS POSTS

INSTRUCTIONS

Prepare in duplicate. One copy is to be filed in the employee's official personnel folder, and one copy given to the employee.

<p>1. APPLICABLE LAWS AND REGULATIONS</p>	<p>Except as otherwise specified below, U.S. citizens employed for work in foreign countries or in the territories and possessions of the United States are subject to the same laws and regulations as apply to Federal employees within the United States, including such future statutes and regulations as may be approved from time to time and may be applicable to Federal employment.</p>
<p>2. POST AND LENGTH OF ASSIGNMENT</p>	<p>You will be assigned to _____ for a period of _____, beginning with the date of your arrival at that post. You may be reassigned to other overseas posts during the above period if such a transfer is deemed to be in the interest of the Government.</p>
<p>3. TRAVEL AND TRANSPORTATION EXPENSES TO AND FROM OVERSEAS POSTS</p>	<p>The cost involved in your travel and transportation (including that of immediate family and household goods, if authorized) to your overseas post will be paid by the Department of Commerce with the understanding that you will remain in service outside the continental United States for a period of one year following the date of your arrival. Return transportation expenses will be paid by the Department of Commerce, provided you complete the tour of duty prescribed in 2, above. These expenses will be paid (1) to _____, your place of actual residence,* if you are separated or are returning to an overseas post after taking leave, or (2) to your new post of duty if you are reassigned to a post which is not located overseas.</p>
<p>4. EFFECT OF FAILURE TO FULFILL TERMS OF AGREEMENT</p>	<p>In the event you fail to fulfill the terms of this agreement, or any subsequent agreement, any money expended by the Department of Commerce on account of travel and transportation shall be recovered from you as a debt due to the United States. Rights to which you are entitled as a result of fulfilling previous agreements shall not be terminated by failure to fulfill subsequent agreements. You will be required to make only such restitution as is required by law and regulation.</p> <p>Notwithstanding the foregoing, however, if you are separated prior to the completion of the above-specified period for reasons beyond your control, which are acceptable to your operating unit, the cost of travel and transportation to your original overseas post of duty, to a second post of duty, if you are reassigned from your original post, and for return to the United States will be paid by the Department. Separation from the service for reasons due to misconduct or delinquency on your part, or to false statements on appointment documents, either prior to or subsequent to appointment, will be considered as a separation for reasons within your control. Also, separation to obtain medical or dental treatment in the United States will be construed as a voluntary separation within your control if you fail to take and pass a medical or dental examination established as a requirement by your operating unit for overseas employment.</p>
<p>5. ROUND-TRIP TRAVEL EXPENSES IN CONNECTION WITH LEAVE</p>	<p>You will be entitled to round-trip travel for you and your immediate family (exclusive of cost of transportation of household goods) to _____*, your place of actual residence, for the purpose of taking leave, if you:</p> <ol style="list-style-type: none">Satisfactorily complete the agreed period of service of _____Agree, through the execution of a new CD-70 prior to departure from your overseas post, to serve another tour of duty either at that or some other overseas post; andCarry out the agreement to serve the new tour of duty. <p>Note: The new tour of duty will begin upon your arrival at your post of duty following leave.</p>

<p align="center">6. HOURS OF DUTY AND PAY</p>	<p>The administrative workweek and official hours of duty will be established by the head of each operating unit. Normally, the basic salary rate is paid on the basis of a 40-hour week, which is standard for pay and leave purposes.</p> <p>While in an official travel status, including time en route to and from your assigned post of duty, you will be in a pay status during the hours established by the Department as your scheduled workweek. No pay is authorized for time spent in official travel in excess of this period during any calendar week. However, where separation occurs at your post of duty, pay will cease as of the date of separation, and payment of transportation expenses will be dependent upon the circumstances of your separation.</p>			
<p align="center">7. LEAVE, RETIREMENT, ETC.</p>	<p>Annual, sick, and home leave credits and charges, retirement or social security deductions, and treatment and compensation for service-connected injuries or death will be handled pursuant to law and regulations, as set forth in the Department's Administrative Order Series.</p>			
<p align="center">8. DIFFERENTIALS AND ALLOWANCES</p>	<p>Salary differentials and allowances to which you may be entitled will be paid in accordance with the provisions of applicable laws and regulations. The differential and allowance rates are subject to change without notice as overseas conditions change.</p>			
<p align="center">9. MEDICAL CARE</p>	<p>Insofar as practicable, the Department will furnish to you and your dependents residing with you, in Alaska and in other locations outside of the continental United States, supplemental emergency medical services by contract or otherwise and supplemental emergency medical supplies, where in the judgment of the employing operating unit, furnishing of such services and supplies is necessary. Expenses for emergency medical services and emergency medical supplies, when deemed necessary and approved by an appropriate official of your operating unit, may be reimbursed.</p>			
<p align="center">10. BASIC CONDITIONS</p>	<p>You are being employed with the understanding that, to the best of your belief, and without reservations of any kind, you are fully qualified for such employment on the basis of physical condition, character, skill and training and that there is no deficiency of any kind in any of the foregoing respects which you have failed to state clearly and accurately in your written application for this employment.</p> <p>*It is understood that this is the place of actual residence to which your travel and transportation expenses will be paid upon the return from your overseas post for leave or separation, and that the costs of return to any other location may not exceed the costs of travel to such place of actual residence.</p>			
<p align="center">11. CERTIFICATION</p>	<p>I hereby certify that I have read and understood the foregoing statements, and agree, in consideration of my employment, that no further representations of the above-mentioned points in this statement will change my employment status or bind the Department of Commerce or the United States Government.</p> <table border="1" data-bbox="477 1444 1539 1587"> <tr> <td data-bbox="477 1444 906 1587">Date</td> <td data-bbox="906 1444 1539 1587">Signature of employee</td> </tr> </table>		Date	Signature of employee
Date	Signature of employee			
<p align="center">12. APPROVAL</p> <p>Place of actual residence approved as</p>	<p>Signature of approving official</p>			