

Sample II

MEMORANDUM OF AGREEMENT
ESTABLISHING A
NON-REIMBURSABLE DETAIL ASSIGNMENT

BETWEEN THE

[name of your line office]
International Trade Administration
U.S. DEPARTMENT OF COMMERCE

AND

[name of qualifying partner]

Agreement No. _____

I. PARTIES

This document constitutes an agreement between the **[name of operating unit]**, International Trade Administration, U.S. Department of Commerce, and **[name of qualifying partner]**, which is a **[describe the mission of the Federal agency]**.

II. AUTHORITIES

[Name of operating unit] has authority to participate in the **[briefly describe detail]** with **[name of partner]** under:

- (1) **[citation to Comptroller General's Opinion: 64 Comp. Gen. 370, 380 (1985)].**
- (2) **[citation to other applicable statutes or regulations, e.g., 3 U.S.C. sec. 112, authorizing non-reimbursable detail of employees to the White House, the Executive Residence of the White House, the Office of the Vice President, the Domestic Policy Staff, and the Office of Administration for up to 180 days; 5 U.S.C. sec. 3341, authorizing Secretarial approval of intra-agency details up to 120 days; 5 U.S.C. sec. 3343, authorizing details to international organizations which requests services].**

III. PURPOSE

Pursuant to this agreement, the parties will **[provide a clear and succinct description of the detail, (e.g., Pursuant to this agreement, the detailed employee will . . . , and provide a brief explanation of the objective and purpose of the agreement; it may be necessary to provide background so that it is clear why the Department is authorizing this detail)].**

The DETAIL assignment project is necessary and essential to further the mission of the Department in that it will involve **[describe how the detail assignment is similar or related to matters ordinarily handled by the International Trade Administration and will aid the International Trade Administration in accomplishing a purpose for which its appropriations are provided; OR describe why the detail assignment's fiscal impact on the International Trade Administration's appropriation is *de minimis*].**

IV. RESPONSIBILITIES OF THE PARTIES

- a. Time and Attendance. [employee's name] time and attendance will be maintained by the [name qualifying partner] and the Department of Commerce. The [name qualifying partner] timekeeper will report [employee's name] time and attendance to [name of appropriate Department timekeeper], telephone [appropriate telephone number], facsimile [appropriate facsimile number], on a biweekly basis and will advise the Department of Commerce of the type and amount of any leave used during that period.
- b. Employee Evaluations. Upon the request by the International Trade Administration, using the performance plan issued to [employee's name], the [name qualifying partner] will provide in writing a descriptive evaluation of [employee's name] performance and submit it to the International Trade Administration Office of Human Resources Management no later than September 30 of the calendar year or earlier if the detail ends prior to that date.
- c. [Name of qualifying partner] agrees to perform the following additional responsibilities: provide technical and operational support to [employee's name] for all [name qualifying partner] activities; provide office space and administrative support to [employee's name] while assigned to [name qualifying partner]; [list additional responsibilities].
- d. [Name of ITA operating unit] agrees to perform the following additional responsibilities: [list additional responsibilities].

V. APPORTIONMENT OF COSTS

The salary of the detailed employee will be paid by the [list agency that will pay salary].

VI. CONTACTS

The contacts of each party to this agreement are:

[Name of ITA contact]
[title of ITA contact]
[Address of ITA contact person]
phone:[phone number of ITA contact person]
fax : [fax number of ITA contact person]
E-mail: [E-mail address of ITA contact person]

[Name of other party's contact person]
[title of other party's contact person]
[address of other party's contact person]
phone:[phone number of other party's contact person]
fax : [fax number of other party's contact person]
E-mail: [E-mail address of other party's contact person]

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

VII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This agreement will become effective when signed by all parties. The agreement will terminate on [date][NOTE: the duration of any detail should not exceed 120 days, unless specific statutory authority provides for a longer duration], but may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing ___ days written notice to the other party. This agreement is subject to the availability of funds.

IIIX. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

[The following paragraph is to be used only when the agreement is with another Federal Government partner:

Nothing herein is intended to conflict with current Department of Commerce or International Trade Administration directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.]

[signature of person who has authority to commit to the agreement]
[typed name]
[typed title]
[typed office at ITA]
U.S. Department of Commerce
[address]

[date]

[signature of person who has authority to commit to the agreement]
[typed name]
[typed title]
[typed name of partner's organization]
[address of partner]

[date]

