

DEPARTMENT OF THE INTERIOR
DEPARTMENTAL MANUAL

Personnel

370 DM Addition to FPM

Chapter 301 Overseas Employment

370 DM 301,1.1

Subchapter 1. General.

1.1 Scope. This chapter covers policies and procedures relative to the transfer and assignment of Department employees to overseas positions. It is concerned with employees assigned to work on projects and programs which are in foreign areas.

1.2 Policy. The Department, as a highly specialized agency for natural resources development, recognizes its responsibility to participate in the United States' programs for technical and economic assistance. It will provide a reasonable share of highly qualified scientific, engineering and other resources management personnel to plan, organize and implement the United States' programs in other countries.

1.3 Terminology.

A. Overseas Positions. Means positions as defined in FPM Chapter 301, Subchapter 1-1a.

B. AID. An abbreviation for the Agency for International Development.

C. PASA. An abbreviation for Participating Agency Service Agreement. Service Agreements are negotiated between the bureaus and the Agency for International Development, under which the bureaus carry out AID-sponsored programs in foreign countries.

1.4 Authority to Administer Overseas Projects. Projects operated in the territories of the United States and the Trust Territory of the Pacific Islands are a part of the continuing missions of the bureaus as defined by bureau organic acts, and are operated under the same authority as the domestic programs. When authorized by law, the function of a bureau may be extended outside of the national domain to a foreign country.

1.5 Secretarial Approval Requirements. Secretarial approval is required before effecting the detail or assignment of an employee to a foreign country or to an international organization if:

A. The detail or assignment is for a period of three months or more, and

- (1) The employee occupies a key position, or
- (2) The employee is classified at GS-15 or above, or
- (3) The employee is to be assigned as Chief or Head of a party or project.

B. The travel of the employee to, and within foreign countries is subject to the Secretarial clearance requirements contained in 347 DM 7 and any amending memoranda.

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1.6 Appointing Authorities for Filling Overseas Positions. Some overseas positions which are for the purpose of carrying on continuing overseas programs are in the competitive service and are filled in the same manner as other competitive positions. However, other appointments are made under special noncompetitive provisions in civil service rules and regulations on overseas employment. Examples of laws and regulatory provisions which have been used by the Department for filling overseas assignments include:

A. Laws.

(1) Saline Water Act, as amended (66 Stat. 328; 69 Stat. 198; and 75 Stat. 628).

(2) Mutual Security Act of 1954, as amended (68 Stat. 832), and the Foreign Assistance Act of 1961 (75 Stat. 424, 22 U.S.C. 2385).

(3) United States Information and Educational Exchange Act of 1948, as amended (62 Stat. 6), and the Mutual Educational and Cultural Exchange Act of 1961 (75 Stat. 527).

(4) Federal Employees International Organization Service Act (72 Stat. 959; 5 U.S.C. 3343 and 3581 through 3584).

B. Regulatory Provisions.

(1) Section 8.2 of Civil Service Rule VIII and Section 301.202 of Civil Service Regulations. Overseas limited appointment of United States citizens recruited overseas. (FPM Suppl. 990-1, Book III)

(2) Section 8.3 of Civil Service Rule VIII. Overseas appointment of persons not citizens of the United States. (FPM Suppl. 990-1, Book III)

1.7 Selection and Assignment of Personnel Overseas. Executive Order 11478, the Equal Employment Opportunity Act of 1972 (P.L. 92-261), and the Age Discrimination in Employment Act of 1967 as amended by P.L. 93-259 require that in selecting Government employees for overseas assignment they must be considered and selected solely on the basis of merit factors without reference to race, color, religion, national origin, sex or age. This procedure is in accordance with United States law and thereby precludes consideration of any exclusionary policies of a prospective host country to which an applicant or employee may be assigned. To this end, no job description circular may be issued by any officer of the Department which indicates the existence of a visa requirement or an exclusionary entrance policy of any prospective host country based on race, color, religion, sex, national origin or age. If a host country should refuse for any reason other than merit factors to grant a visa to or otherwise permit the entrance of an employee selected for overseas assignment, the Solicitor shall be notified immediately so that appropriate measures may be taken through the Department of State.

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1.8 Suitability of Employees for Overseas Positions. Employees assigned to overseas positions are considered representatives of the United States Government. An employee's attitude toward the local population and personal behavior, both official and social, can affect the prestige of the United States and, as a consequence, the success of its missions overseas. It is an asset when an employee is reasonably proficient in or has knowledge of the language of the country to which assigned. The unusual demands of overseas service require careful screening and evaluation of character and personality traits in addition to those considered for domestic employment. Improper placement in overseas positions can result in serious financial and other problems to the employee and the Department. In the evaluation of an applicant's suitability for overseas employment, consideration should be given to factors such as the following:

A. Emotional Stability. Well-adjusted persons, those who are comfortably secure in their working and social relationships, are best able to stand the stress of overseas situations. A personal interview, review of the work history, and a check of character references are ways of judging an applicant's emotional stability. Special attention should be given to any indication of a tendency toward alcoholism or financial irresponsibility.

B. Adaptability. An employee to perform satisfactorily in an overseas position must be able to adapt readily to changed conditions and to adjust to cultural patterns which may vary widely from those of the United States. The applicant's adaptability can often be assessed by learning something of his/her attitude toward food, social activities, and by the flexibility he/she has shown in previous work assignments.

C. Health. Good health is important for an overseas employee. The new environment may aggravate an existing ailment and in many areas medical, dental, and hospital facilities are inadequate. A thorough physical examination and review of the applicant's medical history and sick leave record should be part of the pre-employment check.

D. Biases. A person with biases on race, color, religion, or national origin should not be placed in an overseas position. A balanced attitude of appreciation of the people and culture of other countries along with confidence in the merits of the United States is required. Screening may be accomplished through careful interviewing of the individual to bring out attitudes related to biases. This should be supplemented by appraisals obtained from the candidate's past associates.

E. Motivation. The incentive for seeking overseas employment should be a healthy motivation, such as a desire for a better paying or more responsible position, to gain broader experience, or a sincere belief in the worth of an overseas project. Motivation may possibly be inferred from the applicant's history. Frequent job changes combined with failure to progress in work responsibility and evidence of inter-personal or financial difficulties should be given careful scrutiny in determining an individual's fitness for an overseas position.

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F. Evaluation of Spouse. The attitude of the husband or wife of an employee is equally as important as the employee's. The health, biases, and adaptability of the husband or wife must be given much the same consideration as that of the employee.

1.9 Standards. Bureaus conducting overseas programs will observe the following standards when filling overseas positions in foreign areas:

A. Orientation. The bureaus will acquaint employees and their families with the living conditions awaiting them at the overseas posts. They will be informed of the cost-of-living, housing conditions, medical and dental facilities, and of the social, educational, religious and service facilities available at the post of duty. Any peculiarities in the general environmental situation will be discussed thoroughly with the employee and family. The local laws at the post, significant differences in the customs and conventions of the country with those of the United States, the political situation of the country, and the degree of isolation from other Americans that will be experienced while working at the post will be explained to the employee. The Foreign Country Desk Officers of the Department of State and the Agency for International Development are sources from which information may be obtained concerning posts in foreign countries. Written information should be provided on the following, as applicable.

(1) The laws and regulations governing the behavior of American nationals and Federal employees which are applicable to the post where appointee is assigned.

(2) The provisions covering hours of duty, pay, leave, retirement, life insurance, and health benefits which the appointee may be entitled to as a Federal employee.

(3) The payment of differentials and allowances as applicable to the position to which appointed.

(4) Administrative adjustments that may be made in pay, differentials and allowances, leave provisions, and position duties.

(5) Facilities for medical and dental care at the post.

(6) Instructions concerning service in areas subject to military law.

B. Inter-bureau Assignment.

(1) Rotational assignments with reemployment rights will be used to integrate overseas and domestic programs of the bureaus. Inter-bureau overseas reassignments are encouraged with reemployment rights in the bureau from which recruited.

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(2) Inter-bureau recruitment is recommended to obtain competent employees for overseas positions in foreign areas to work on projects of the countries which are administered by the bureaus and sponsored or approved by the United States Government. Reemployment rights for such assignments will be with the bureau from which recruited.

C. Physical Qualifications. Employees assigned to the United States possessions or areas under the administration of the Department are subject to the physical standards as covered in 370 DM 339. The Office of Personnel (PPM) will be consulted with regard to any special physical requirement to be considered in selecting an employee for a particular overseas position in a mission of the Department. Employees assigned overseas to projects sponsored by agencies and organizations other than the Department, are subject to the physical qualification requirements and medical clearances of the organization or agency involved.

D. Security Clearances. Bureaus will initiate security clearances for employees selected for overseas assignments in accordance with regulations and requirements governing the positions concerned. Employees must not depart for overseas posts until such clearances are obtained. (See FPM 732 for security clearance requirements and Exhibit 1 of this chapter for procedures applicable to positions under AID-sponsored projects.)

1.10 Travel and Transportation. Travel and transportation of appointees and dependents to, between, and from overseas posts will be arranged by bureaus in accordance with procedures applicable to the assignments.

A. The basic authorities for payment of overseas travel and transportation expenses of employees within the Department are contained in 5 U.S.C. 5722 and 5724. The Standardized Government Travel Regulations govern the payment of travel and transportation. (See 347 DM 5 for the policies and procedures for the payment of certain travel expenses for overseas employment.)

B. Travel and transportation expenses of personnel detailed or assigned to bureau-operated, AID sponsored projects under participating agency service agreements or AID approved projects, are governed by the Agency for International Development regulations, the Department of State Standardized Regulations (Government Civilians, Foreign Areas), and the Standardized Government Travel Regulations. The procedures applicable in carrying out these regulations under the terms of the General Agreement between the Department and AID are contained in Appendix II of Exhibit No. 1.

C. Travel expenses of personnel detailed to International Organizations are governed by the Standardized Government Travel Regulations and the regulations of the organization involved.

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D. Personnel assigned in the Trust Territory of the Pacific Islands are governed by the authorities listed in 370 DM 301,1.10A above, as applicable.

1.11 Relinquishment of Competitive Status. When an employee serving in a competitive position with a career or career-conditional tenure is assigned to an excepted service position overseas in a foreign country, the territories of the United States or the Trust Territory of the Pacific Islands, he/she will be advised that the acceptance of such a position will result in his/her removal from the competitive service. A written acknowledgment and acceptance of removal from the competitive service will be obtained from the employee. An employee assigned to an overseas position will be advised in writing of statutory or administrative reemployment rights, as applicable to the position.

1.12 Recognition of Professional Development During Overseas Assignments. It is the policy of the Department to give full recognition to the increased knowledge gained by employees during the efficient conduct of work on overseas assignments. Experience acquired as a consequence of such assignment will be given appropriate recognition for promotion and career development opportunities, in keeping with bureau promotion and career development programs.

1.13 Employee Agreement to Tour of Duty.

A. Length of Tour of Duty. The tour of overseas duty for an employee of the Department involving travel and transportation expenses under the provisions of 5 U.S.C. 5722 and 5724, will be two years unless it is known in advance that the particular project or assignment involved will be terminated before the two years will have elapsed. In such event, the prescribed period of service will be for the duration of the project or assignment. An exception to this policy may not be made without the prior approval of the head of the employing bureau.

B. Administrative Determination of Tour of Duty for Less than 12 Months. An overseas assignment for a period of less than one year with payment of travel and transportation expenses may be made when it is administratively determined that the appointee's service is not required for a full twelve-month period. The personnel record will include a statement that the interests of the Department do not require the services of the appointee for a longer period, and that the determination was made prior to the appointment of the employee. (26 Comp. Gen. 488)

C. Employee Agreement. To satisfy the requirements for payment of travel and transportation expenses as authorized by 5 U.S.C. 5722 and 5724, a candidate for an overseas assignment is required to sign an agreement to remain on the job for the period of time set by the bureau. (See Illustration No. 1 for sample of an agreement) The agreement may be extended to include other written requirements such as the employee's acknowledgement and acceptance of removal from the competitive service, when applicable, and

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conditions of reemployment upon completion of an overseas assignment. As a minimum the agreement shall include the following items.

(1) Post of duty to which assigned overseas and grade, salary and title of position.

(2) Post of duty at last domestic assignment and grade, salary and title of position occupied.

(3) Length of tour of duty.

(4) Statement that the travel and transportation expenses will be paid by the Government.

(5) Statement that unless separated for reasons which are beyond the employee's control and acceptable to the employing bureau, the employee will be required to repay the travel and transportation expenses upon failure to complete the first year of the tour of duty, and that return expenses will not be paid if the employee does not complete the tour of duty.

D. Renewal of Employee Agreement. Agreements for second or subsequent tours of duty overseas will be for two-year periods. Bureaus are authorized to make exceptions to the prescribed two-year tour of duty under the following circumstances:

(1) To permit the scheduling of home leave at regular two-year intervals, renewal agreements for second and subsequent tours of overseas duty may be set at two years less the time on the immediately preceding home leave trip, provided the employee prefers to take leave on this basis. An employee will be advised that under this arrangement eligibility for further free travel time for return to place of residence will not be acquired until the expiration of another 24-month period following the return to overseas duty. (37 Comp. Gen. 62; 429)

(2) An exception to the two-year tour of duty for a second or subsequent tour of duty may be made when negotiating renewal agreements with employees in any of the territories of the United States and the Trust Territory of the Pacific Islands. In special situations leave between tours of duty may be delayed beyond the end of the tour of duty. In such cases renewal transportation agreements for second or subsequent tours of duty may be set at two years less the period of delay before taking leave, and the time spent on leave. The exception is applicable when an employee agrees to postpone taking leave beyond the close of the two-year tour of duty, at the request of the bureau for reasons determined to be in the best interest of the Government. In no event, under this exception will the tour of duty be established for a period of less than the 12 month minimum service required at an overseas post for payment of round trip travel expenses by the Government. The employee shall

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be informed that taking leave on this basis will deprive him/her of free travel time for leave on the subsequent tour of duty. (37 Comp. Gen. 62; 429)

1.14 Violation of Employee Agreement. The Department's general policy and procedures relating to the payment of travel and transportation of employees overseas are covered in 347 DM 5. An employee is subject to the following requirements when an agreement is not fulfilled:

A. An employee who fails to complete a minimum of 12 months at an overseas post is required to reimburse the Government for travel and transportation expenses of the employee and immediate family. Exception may be made to this requirement when the reason for separation is beyond the employee's control and is acceptable to the employing bureau. (31 Comp. Gen. 588)

B. Expenses of return travel and transportation to place of actual residence in the United States will not be allowed unless the employee completes the agreed-on tour of duty, or unless the earlier separation is for reasons beyond the employee's control and are acceptable to the employing bureau. (31 Comp. Gen. 588)

C. An employee who completes a minimum of 12 months at an overseas post of duty may not be required to reimburse the Government for transportation expenses from place of actual residence in the United States to the overseas post of duty. (Comp. Gen. unpublished decision B-137499, dated 12/19/58)

1.15 Entrance on Duty Date for New Appointee. The effective date of entrance on duty in a pay status of personnel appointed to overseas positions is the date on which the employee enters into an official travel status from the point of hire or place of actual residence, or the date the appointee reports for special training or orientation prior to travel to the overseas post. The information will be a part of the employee's personnel folder, either on the SF-50, Notification of Personnel Action or the Employee Transportation Agreement. (22 Comp. Gen. 869 and 24 Comp. Gen. 391)

1.16 Other Regulations Applicable to Personnel Assigned to Overseas Positions.

A. Rates of Pay.

(1) FPM 531 and 370 DM 531 for competitive and noncompetitive graded positions subject to the Classification Act system.

(2) FPM 532 and 370 DM 532 for competitive and noncompetitive ungraded positions under the prevailing rates system.

(3) 370 DM 534 for Interior General Schedule (IGS) positions.

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(4) 370 DM 534 for Department administered positions in AID-sponsored projects.

B. Allowances and Differentials. Overseas allowances and differentials payable to personnel employed in non-foreign and foreign areas overseas are contained in 370 DM 591.

C. Details. The Department's policy and procedures covering details of employees to overseas positions are contained in 370 DM 300.

D. Reemployment Rights. Employees assigned to overseas positions will be appropriately advised in writing with respect to reemployment rights. The responsibility and policy for granting reemployment rights to employees at overseas posts are contained in 370 DM 352.

E. Secretarial Clearance. The requirement for Secretarial approval of the assignment of employees to positions in foreign countries is contained in 370 DM 311 and 370 DM 301,1.5.

1.17 Staffing Positions in Cooperation With the Agency for International Development. The Mutual Security Act of 1954 (68 Stat. 832), as amended by the Foreign Assistance Act of 1961, as amended (75 Stat. 424) authorize the United States to employ, assign or detail personnel overseas to carry on programs of technical cooperation and development in underdeveloped countries. A General Agreement between the Agency for International Development and the Department, dated April 5, 1967, sets up the framework of the cooperative relationship between the two agencies for the conduct of such programs. Under the terms of the agreement the Department will advise and consult with A.I.D. in planning economic development projects in foreign countries and will provide professional and technical personnel to assume operating responsibility over the projects. (See Exhibit No. 1 for General Agreement)

A. Assignment or Detail of Employees to the Agency for International Development. The Head of the bureau or his/her designated representative will be the formal point of contact with A.I.D. for recruitment purposes. Upon written request from A.I.D. the bureau will provide assistance in recruiting personnel to staff positions which require the technical competencies of employees working in the natural resources fields of the Department. (See Appendix III of Exhibit No. 1)

(1) The Head of the bureau will nominate and recommend to A.I.D. the employees of the bureau considered qualified for the vacancies reported. The bureau will be notified of the acceptance or rejection of a nominated employee and the employee concerned will be advised of the decision by A.I.D.

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(2) The written consent to release an employee and the grant of reemployment rights to the individual will be signed by the Head of the bureau or his/her designated representative. It will specify the length of the tour of duty covered by the reemployment rights. (See 370 DM 352 and FPM Chapter 352 for reemployment rights procedures.)

B. Appointment or Detail of Employees to Positions in Missions Sponsored by A.I.D. and Administered by the Bureau. The General Agreement provides that a Participating Agency Service Agreement may be negotiated between A.I.D. and a bureau to authorize the bureau to administer the operations of an economic development assistance program in a foreign country. Personnel appointed or detailed to positions in a mission continue to be employees of the bureau. (See Appendix II of Exhibit No. 1)

(1) The Head of the bureau or his/her designated representative will be the formal point of contact with A.I.D. for the negotiation of service agreements and for the recruitment of personnel to staff the projects.

(2) The Head of the bureau will nominate and recommend to A.I.D. the candidates qualified for the positions established to carry on the operations of the project. The following procedures are applicable to the appointment or detail of an employee to an A.I.D. sponsored project.

(a) Secretarial approval prior to the appointment or detail of an employee to a foreign country as contained in 370 DM 301,1.5 and 370 DM 311.

(b) Personnel arrangement requirements as contained in Appendix II of Exhibit No. 1.

(c) Personnel appointed under section 625(d)(1) of the Foreign Assistance Act of 1961, as amended, to A.I.D. sponsored projects will serve in positions in the excepted service.

C. Authority to Appoint or Detail an Employee Under the Terms of the General Agreement. The appointment of personnel to overseas positions to administer an A.I.D. sponsored project is authorized by section 625(d)(1) of the Foreign Assistance Act of 1961, as amended, and the detail of personnel by section 632(b) of the Act.

1.18 Transfer and Detail of Employees to International Organizations Under 5 U.S.C. 3343. The Department of State provides the leadership and coordination and acts as the point of contact within the Federal Government to advance the assignment of Federal employees to International Organizations. Recruitment contacts within the Department may be made by the Department of State or by representatives of the International Organizations. The Head of the bureau will be the formal point of contact for recruitment. It is the

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practice of the Department to provide positive assistance and encouragement to the International Organizations in their efforts to recruit qualified United States citizens for their positions. Able employees will be made available to the fullest practicable extent for assignments with such organizations.

A. Transfers.

(1) Personnel transferred to International Organizations will have the privilege to elect to retain the credit of annual leave to which entitled, rights of the Civil Service Retirement Act, and benefits of the Federal Employees Health and Insurance programs. A written statement will be obtained from the employee in which he/she specifies whether or not he/she wishes to retain these benefits, and if so, agrees to make the required employee portion of the payments. (See FPM 352 for provisions covering the procedures and responsibility for protection of employee benefits, and for time limits relating to employee assignments.)

(2) When an employee elects to retain benefits, the employer's contribution to the retirement, group health, and insurance programs will be made by the bureau when there are no arrangements for the contributions to be made by the employing International Organization. (See FPM 352 for procedures)

(3) Reemployment rights will be granted as provided in 5 CFR 352.311. The employee will be notified in writing of the right of reemployment and the time limits thereon. (See FPM 352 and 370 DM 352.)

(4) The experience acquired by an employee as a consequence of transfer or detail to an International Organization shall be given full recognition in promotion and career development patterns in the bureaus. The training and career advantages gained during the assignment will be taken into consideration for proper placement of an employee upon return from such a detail or transfer. During an employee's absence for service with an International Organization he/she will be considered for all promotions for which he/she would be considered if present. (See OPM regulation 352.314.)

B. Details.

(1) The Head of a bureau will provide assistance to International Organizations by arranging for employees to be detailed to the organizations to provide special services on a reimbursable or nonreimbursable basis. A recommendation for a detail of an employee overseas which requires Secretarial approval will provide a brief summary of the purpose of the detail, the period of time involved, the plan for carrying on the employee's duties in the bureau while on detail and whether assignment is on a reimbursable or nonreimbursable basis. (See 370 DM 301,1.5 and 370 DM 311 for details of employees requiring Secretarial approval)

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(2) It is the policy of the Department to limit details to periods of one year or less. When the absence of an employee is not to the detriment of the activities of a program in the Department, a detail may be extended up to five years with a possible three year extension with the approval of the Department of State. An employee while on detail will be considered an employee of the bureau for purpose of promotion, preserving allowances, privileges, rights, seniority, and other benefits. He/she will continue to receive compensation, allowances, and benefits from funds available to the bureau. (72 Stat. 959; 5 U.S.C. 3343)

(3) An employee on detail may not accept any salary, wage or compensation from an International Organization for services performed while on detail to the organization. (18 U.S.C. 209)

1.19 Authority to Detail Employees to Foreign Governments, Countries, and International Organizations. See 370 DM 300,8 for the legal authorities which are most commonly used by the Department to detail employees to perform functions in other countries and International Organizations.

GENERAL AGREEMENT BETWEEN THE
DEPARTMENT OF THE INTERIOR
AND THE
AGENCY FOR INTERNATIONAL DEVELOPMENT

I. Purpose

This Agreement establishes the framework for cooperative relationships between the Department of the Interior including its constituent agencies (hereinafter referred to as the Department) and the Agency for International Development (hereinafter referred to as A.I.D.) in carrying out the provisions of Section 632(b) of the Foreign Assistance Act of 1961, as amended.

II. Underlying Premises

A. The building of the human and institutional resources essential to sustained national development of the less-developed societies is a long-term, complex, and exacting process. Effective U. S. assistance to this process requires a vigorous technical assistance program, demanding the use of the best professional skills and institutional resources available in the United States. The U. S. has a vital interest in the attitudes, skills, motivation and well-being of the people of the developing countries, and in the characteristics of the institutions they build; for these are the factors which ultimately determine the nature of their developing societies.

B. A.I.D. recognizes the unique personnel resources, capabilities, and experience of the Department relevant to this task; it seeks through this agreement, therefore, to enlist as fully and effectively as possible, on a partnership basis, the pertinent resources of the Department in planning, executing, and evaluating those portions of the foreign assistance program in which it has special competence. 1/

C. In furtherance of broad U. S. objectives, the Department recognizes its responsibility, within its authority, to contribute toward U. S. foreign policy by participation in foreign assistance programs.

III. Planning, Coordination, and Consultation

Effective cooperation between A.I.D. and the Department requires adequate arrangements for joint planning, coordination, and consultation. These arrangements may include, but are not limited to the following:

1/ These underlying premises, as expressed in A.I.D. Policy Determination 23, Mobilizing U. S. Government Resources in Support of Foreign Assistance, are stated in greater detail in A.I.D. Manual Order Series 240 issued August 27, 1964.

A. The administrator of A.I.D. and the Secretary of the Department will each designate a senior officer to coordinate basic negotiations and matters of general policy under this Agreement. The Department and A.I.D. will similarly designate appropriate channels for contacts on operations within their subdivisions.

B. Joint arrangements may be made for: (1) examining country development plans, total U. S. country assistance programs and, as feasible, those of other U. S. Government or U. S. private organizations, foreign government and other entities participating in economic assistance programs, relevant to the activities the Department might be requested by A.I.D. to undertake; (2) reviewing activities proposed by A.I.D. for the Department's consideration, including participation in field surveys; and (3) evaluating the effectiveness of current and completed Departmental activities on behalf of A.I.D., including operating procedures.

C. In order to facilitate the Department's planning, A.I.D. will give the Department the maximum possible advance notice of projected A.I.D. requirements for services. The Department will advise A.I.D. as early as feasible as to its ability to provide these services.

D. In providing services under this Agreement the Department may use private sources with the concurrence of A.I.D.

IV. Participating Agency Service Agreements (PASAs)

Services which are rendered by the Department either in the U. S. or overseas will be governed by individual Service Agreements except as outlined in paragraph V.B. below and Appendix III. A Service Agreement will define the scope, location, and duration of the service; the personnel requirements; costs; method of financing; and special implementation conditions not otherwise stipulated in this Agreement or required by A.I.D. regulations. Arrangements covering Service Agreements and personnel serving under such agreements are contained in Appendices I and II to this Agreement. PASAs may be signed by properly authorized officers of each agency.

V. Types of Assistance

The types of assistance which the Department agrees to provide A.I.D., upon its request, may involve but are not confined to the following:

A. Project Services

A project service can be specifically defined in terms of planned end result, estimated cost, location of implementation, and duration. A project may range from a short feasibility survey to the assumption of a world-wide service over a period of years subject to the availability of resources. It may involve the assignment or temporary detail of a group of technicians or

in some instances of a single expert. In providing such a service either in the U. S. or overseas, the Department will assume operating responsibility for the project, which may involve staffing, supervising, budgeting, backstopping, procurement, inspecting, evaluation, and reporting.

Arrangements covering the assignment or detail of Departmental personnel to A.I.D. are outlined in Appendix II to this Agreement.

B. Technical Consultation Support Services

Technical consultation support services cover any service in support of the foreign assistance program which cannot be characterized as a project or staff service and which is normally performed in the U. S. on a continuing basis. Such support services may include the furnishing of technical information and advice, backstopping of project services in the field, assistance in recruiting technical experts, and the provision of training and procurement services, in the fields of competence of the Department, in accordance with Appendices III, IV, and V to this Agreement.

VI. Professional Development

The Department considers foreign service for its employees of such importance that it will assure that such service will be fully recognized in their career development and promotion within the Department. A.I.D. will encourage such professional development activities as attendance at appropriate professional meetings, professional publications, research appropriate to their assignments, and full utilization of their professional advice and counsel in Agency program planning. To the extent appropriate and feasible, the Department will participate in orientation and other personnel development functions of A.I.D.

VII Operating Relationships

A. In the United States

General technical and project services provided in the United States will be carried out by the Department in accordance with its established procedures.

B. Overseas

1. Department personnel assigned overseas as members of an A.I.D. Mission under this Agreement will receive support, benefits, and privileges on the same terms as they are provided to A.I.D. direct-hire personnel and as permitted under legal and A.I.D. regulatory requirements.

2. Unless mutually agreed otherwise, the Department will utilize personnel on its rolls insofar as possible in providing services under this Agreement.

3. Personnel of the Department detailed or assigned for duty overseas with A.I.D. under this Agreement will be administratively responsible to the A.I.D. Mission Director or his designee on matters of personal conduct, public relations, and general program and policy direction. Disciplinary action, if called for, must be taken by the Department. It is the responsibility of A.I.D. to notify the Department promptly of developments which might require such action.

4. With respect to project services, official communications on technical, professional, and personnel matters may be direct or through A.I.D. channels at the option of the Department, provided that copies of communications sent directly will be simultaneously provided to A.I.D. Mission and AID/Washington headquarters. Official communications dealing with A.I.D. program and policy matters will be transmitted through regular A.I.D. channels.

5. Problems that arise in the operation of service agreements will be resolved between the A.I.D. Mission Director or his designee and the Department's senior officer at the Mission. In the absence of a mutually satisfactory solution the A.I.D. Mission Director may, if he deems it necessary, direct that his views be followed pending decision on the matter in Washington.

VIII. Reporting and Evaluation

A. In order to facilitate evaluation of the foreign assistance program, the Department agrees to provide A.I.D. with project progress and administrative reports as required in A.I.D. Manual Orders on the Participating Agency Service Agreement (PASA) or as otherwise agreed and to assist A.I.D. in making periodic reviews of costs and performance.

B. The A.I.D. Mission Director has a responsibility for continuing evaluation through observation and reports of all projects and programs under his direction.

IX. Termination of Services

If A.I.D. or the Department finds it necessary to cancel in whole or in part any project or service under this Agreement, A.I.D. agrees to reimburse the Department for appropriate costs which are mutually agreed in writing.

X. Financing

A. General

A.I.D. will provide the Department with timely forecasts of general requirements in each category of service for its guidance and planning.

B. Domestic Program Expense Support

The Department and A.I.D. will enter into an annual budget agreement to cover the Department's annual cost for domestic program support services based on the demands for such services as forecasted by A.I.D.

C. Reimbursement Procedure

1. A.I.D. will reimburse the Department for all services under this agreement at monthly intervals on the basis of bills presented on SF 1081 to the A.I.D. Washington controller or the A.I.D. Mission controller if so specified in the authorizing document. Billings may be on the basis of disbursements or accrued costs. Such bills, if complete with proper supporting documentation where called for will be processed for payment promptly upon receipt by AID/W or the A.I.D. mission controller.

2. The Department may, if necessary, because of insufficient funds in their regular appropriations, submit a Form 1081 through the Office of the Secretary to AID/W Controller the first of the fiscal year for the estimated cash requirements to cover operations for a 60-day period, and receive advances which will be used to finance operations pending reimbursement. The amounts advanced will be restudied periodically by the Department of the Interior and by A.I.D. and mutually acceptable adjustments will be made to the advances as necessary to assure that the amounts are adequate and required. Thereafter, bills will be submitted monthly covering actual costs. At the end of each fiscal year following reimbursement covering June costs, the Department will return to A.I.D. any portion of the advance which is considered to be in excess of an estimated 60-day cash requirement covering operations chargeable to prior year funds.

XI. Termination or Amendment of Agreement and Appendices

A. The Agreement and its Appendices will continue in force until termination by either party upon giving ninety days written notice to the other party; provided that its continuation shall be subject to Congressional Action. Either party to this Agreement may propose amendments to the Agreement. Subsequent amendments to the Appendices of the Agreement based on changes in operating procedures or due to legislative requirements will be executed by the Undersecretary of the Department or his authorized representative and the Assistant Administrator, Office of Technical Cooperation and Research, or his authorized representative.

B. Not more than three years after the signing of this Agreement, the Department and A.I.D. will conduct a joint review of activities under the Agreement to determine whether it will remain in force, or in what respects if any, it should be modified.

XII. Effective Date

The effective date of this General Agreement and its Appendices shall be the latest date affixed below.

APPROVED:

(signed) Stewart L. Udall
Secretary
Department of the Interior

April 5, 1967

APPROVED:

(signed) William S. Gaud
Administrator
Agency for International Development

April 5, 1967

SUPPLEMENTARY AGREEMENT

APPENDIX I
TO
GENERAL AGREEMENT
BETWEEN THE
AGENCY FOR INTERNATIONAL DEVELOPMENT
AND THE
DEPARTMENT OF THE INTERIOR

SUBJECT: Participating Agency Service Agreements

The participation of the Department in various aspects of the foreign assistance program, other than technical support, training, and procurement services rendered in the U. S., is covered by Participating Agency Service Agreements (PASAs) entered into under the basic terms of the General Agreement between the Department and A.I.D. The following provisions apply generally to all PASAs:

I. Form and Content

A PASA will usually consist of (a) a face sheet, (b) a Budget Plan, and (c) a Project Implementation Order/Technical Services (PIO/T) (which includes a statement of Scope of Work which is sufficiently detailed to provide all information necessary to plan and effect the service, and which provides the basis for evaluation of performance). If the PASA covers services which are to be rendered beyond the fiscal year in which the agreement is entered into, the PIO/T includes a summary Scope of Work covering the entire service, as well as an annual Scope of Work. The initial Budget Plan also covers both the estimated total cost of the service and the first fiscal year of operations. Revised budget plans and scopes of work will be issued for subsequent years under amended PASAs as needed.

II. Duration

- A. The PASA shall cover the duration of a given project or service.
- B. A specific date for the projected termination of the service covered by a PASA is always stated. This date may be extended by amendment to the PASA.

III. Effective Date

A PASA is effective as of the date of the last A.I.D. or Department signature on the agreement, unless another date is specified.

IV. Amendment and Termination of Agreement

A. PASAs should be appropriately amended, by mutual agreement.

B. In the event that circumstances are such that A.I.D. or the Department deems it necessary or desirable to terminate a service agreement before completion of the services to be provided, A.I.D. and the Department will consult in advance on such termination and, insofar as possible, will fix a termination date sufficiently in advance so that the parties may make personnel and other adjustments in their operations in the light of such termination. The establishment of a termination date is documented in a format prescribed by A.I.D. for signature by the Department and the A.I.D. official (or their successors) who signed the original Service Agreement.

C. If A.I.D. or the Department finds it necessary to cancel in whole or in part any project or service, A.I.D. reimburses the Department for its liabilities relating to termination.

V. Progress Evaluation

A. In order to facilitate the evaluation of specific services, the Department will prepare periodic reports on implementation progress, including any problems encountered in rendering those services. Such reports will be submitted to: (1) the A.I.D. Mission Director or his designee, and the appropriate AID/W office -- for services on behalf of a Mission; (2) the appropriate AID/W office -- for services on behalf of AID/W or of a regional or interregional nature.

B. Unless specified otherwise in an individual PASA, either directly or by reference to an A.I.D. issuance, the frequency of such reports will be (1) upon request of A.I.D. -- for services of less than one year; or (2) quarterly for services of one year or more. Where a completion of service report is required, the Department will make such a submission, where feasible, not later than 60 days after the service or project is completed.

C. Where the format, number of copies required, and content of progress reports for specific types of services are not stipulated in A.I.D. issuances, they will be mutually agreed upon at the time the agreement is entered into so as to meet the operating requirements of both the Department and A.I.D. The Department may, in addition to A.I.D.'s reporting requirements, establish other reporting requirements from its personnel to satisfy its own supervisory responsibility.

VI. Contracting Under a Service Agreement

When a contract with a private, international, or other non-U. S. Government organization is necessary to implement a particular project, A.I.D. normally enters directly into such an arrangement. However, under the terms of a PASA, A.I.D. may authorize the Department to enter into a contract to implement a specific phase of a project. If such a contract involves the performance of services outside the U. S. by U. S. citizens, the Department will take appropriate action to assure compliance with the loyalty and security investigation requirements of Section 111 of the Foreign Aid and Related Agencies Appropriation Act of 1966 (Public Law 89-273) and any successor legislation, and implementing A.I.D. regulations relating thereto. The certification of security clearance will be made by the Department. A.I.D. will reimburse the Department for the cost of such investigations.

VII. Maintenance and Disposition of Records

Records and files accumulated and maintained by Department personnel in connection with overseas activities undertaken pursuant to a Service Agreement will be the property of the Department, which will be responsible for their maintenance and will determine and effect their final disposition. If requested and authorized in writing by the Department, A.I.D. personnel in the field will arrange for the destruction without screening of those records which have been determined by the Department to be eligible for destruction. However, property records required to validate the inventory paid for from A.I.D. funds will be retained and turned over to A.I.D.

VIII. Disposition of Property

All property, including vehicles, equipment, and supplies purchased by the Department relative to and financed under a PASA covering an overseas activity will be turned over to and will become the property of A.I.D. upon completion of that activity, unless the PASA specifically provides otherwise. The Department's overseas project staff will maintain itemized property records on all nonexpendable items costing more than \$50 each, showing description, date acquired and from whom, cost, and location.

SUPPLEMENTARY AGREEMENT

APPENDIX II
TO
GENERAL AGREEMENT
BETWEEN THE
AGENCY FOR INTERNATIONAL DEVELOPMENT
AND THE
DEPARTMENT OF THE INTERIOR

SUBJECT: Personnel Arrangements

I. General

As used in this agreement, and subsequent implementing documents and related correspondence -- (a) the overseas "assignment" of Department personnel is understood to entail the establishment of an overseas position and the assignment or appointment of an employee to that position for a tour of duty, with the employee remaining on the Department's payroll; (b) the overseas "detail" of Department personnel to the A.I.D. program to provide project services is understood to entail temporary duty (reimbursable or nonreimbursable detail) with an A.I.D. Mission with no change in the individual's employment status with the Department.

The implementation of Participating Agency Service Agreements (PASAs) may entail the utilization of Department personnel resources in a variety of ways depending on the nature and magnitude of the services to be rendered. In providing PASA personnel services under this agreement the Department may --

1. Assign or appoint employees to fill positions established to implement project service PASAs in the U. S.
2. Detail employees for temporary duty overseas.
3. Assign employees overseas for a tour of duty in an overseas position specifically established by the Department.

A given project may require any one or a combination of these staffing arrangements.

II. Security

A.I.D. security regulations apply to all Department personnel (and dependents, where applicable) detailed or assigned to the A.I.D. program.

UNITED STATES
DEPARTMENT OF THE INTERIOR
(BUREAU)

Date _____

EMPLOYEE AGREEMENT

In connection with my appointment to the position of (title and grade) in the (bureau), I hereby agree to remain on the job at (post of duty), for a period of two years. This is with the understanding that the cost of travel and transportation from my present position of (title and grade) at (place of residence), including that of my immediate family, household goods, and personal effects, will be paid by the Government.

In the event that I fail to remain at a Federal Government overseas post for at least 12 months, any money expended by the Government on account of such travel and transportation shall be recoverable from me as a debt due the United States.

I understand that I must perform a minimum of two years service outside the continental limits of the United States in order to become eligible for payment of return transportation. I agree that the acceptance of other employment outside the continental United States, resignation prior to completion of at least two years service, or failure to effect my return travel at the earliest practicable time following my separation (after completion of assignment), will release the (bureau) from any obligation to pay expenses of return to place of residence in the United States.

I further understand that if I am separated from the service for reasons beyond my control and acceptable to the (bureau) prior to the completion of the period of service specified above, the cost of travel and transportation including that of my immediate family, household goods and personal effects from post of duty overseas to (place of residence in U. S.) will be paid by the Government.

(Signature)

III. Arrangements Applicable to Service in the U. S.

A. Department personnel appointed or assigned by the Department to duties in the U. S. relating to the foreign assistance program, either for technical support services (including training and related services) under a General Agreement or project services under a PASA, are governed wholly by the Department's rules and regulations.

B. Under certain circumstances, A.I.D. may request and the Department may agree to provide the services of a Department employee to occupy an A.I.D. staff position in the U. S. on a detail basis. Such a detail is not considered as constituting technical services and is not covered by a PASA.

IV. Arrangements Applicable to Overseas Service

The following basic arrangements are applicable, prima facie, to the overseas detail or assignment of Department personnel in the foreign assistance program. Specific guidance and requirements are provided in A.I.D. manual orders. 1/ They apply uniformly to all Federal Government employees engaged in any phase of the foreign assistance program overseas and are designed to insure that such employees are treated equitably while on such duty, that the basic requirements for such duty are equally applicable to A.I.D. and Department personnel and that to insure effectiveness and economy of operations, the principle of coordinated programming and management is carried out in both the planning and implementation phases of the foreign assistance program.

In the event the Department is to provide services in a country where there is no A.I.D. Mission, AID/W will make appropriate arrangements to have the functions and responsibilities of an A.I.D. Mission as outlined herein, assumed by the Chief of the Diplomatic Mission, or his designee, or will make other appropriate arrangements.

A. All Overseas Service

1. Security

An employee may not be appointed or detailed to a position in the A.I.D. program or depart for an overseas post until such clearance is obtained and approved by A.I.D. The Department will arrange for the necessary investigation and certify the security clearance to A.I.D. 2/

1/ Manual Order 416.6 - Participating Agency Appointments and Employment

2/ Manual Order 244.1 - Procedure for Assigning Participating Agency Personnel Overseas Under a Participating Agency Service Agreement

2. Standards of Conduct

The conduct, both official and social, of Department personnel (and dependents) assigned to A.I.D. Missions must at all times be acceptable to A.I.D. and the cooperating country. Discipline of such personnel is a responsibility of the Department -- in collaboration with A.I.D., as appropriate. However, A.I.D. may have occasion to request that an employee be relieved of his duty. In such an instance, the Department will arrange for the prompt withdrawal of the employee from the A.I.D. Mission. A.I.D. will provide the Department with information concerning the circumstances of the case, and such other information concerning the conduct of the employee, as may be necessary to meet the requirements of the Department. In an emergency situation, as determined by the A.I.D. Mission Director, the A.I.D. Mission may issue travel orders and arrange for travel pending administrative action by the Department.

3. A.I.D. Mission Clearance

Each Department employee proposed for an overseas assignment or detail is nominated to the A.I.D. Mission for the purpose of obtaining A.I.D. Mission and cooperating country concurrence as appropriate. This nomination is prepared by the Department and approved and transmitted by A.I.D. Such clearance must be obtained before the employee may be authorized to depart for an overseas post.

4. Administrative Support

A.I.D., through the A.I.D. Mission, will provide Department personnel with adequate common supporting services including ordinary supplies and equipment and administrative support comparable to services provided A.I.D. direct-hire technical assistance personnel, e.g., office supplies, official transportation, office space and equipment, and administrative assistance except in cases where the PASA specifies that the Department through its own resources or the cooperating country will provide any one or all of such support services.

5. Briefing and Debriefing

A.I.D. general orientation and program briefing will be given in addition to briefing required by the Department, unless mutually agreed otherwise in specific instances. Personnel returning from duty overseas will be available to A.I.D. for consultation and debriefing.

B. Overseas Details

1. Departmental personnel detailed overseas for temporary duty under a PASA under authority of Section 632(b) of the Foreign Assistance Act of 1961, as amended, continue to occupy their position in the Department. Such details are normally not in excess of 6 months.

2. The Department authorizes, arranges, and pays for the employee's international travel, and per diem for such travel, as prescribed in Standardized Government Travel Regulations or Joint Travel Regulations (governing the Uniformed Services), as appropriate. The Department and A.I.D. recognize that maximum use is to be made of local currencies in accordance with Bureau of the Budget Bulletin #65-5, September 15, 1964, and subsequent Department of State and A.I.D. notices. In those instances when local currencies are available in countries listed in Bureau of the Budget Bulletin #65-5 and subsequent additions thereto, the PASA will specify when U. S.-dollar or local currency expenditures are to be authorized and include necessary procedural guidance.

3. All travel authorizations will remind the traveler to use designated A.I.D. or Embassy cashiers for exchanging U. S.-dollar checks in accordance with the prescribed regulations of the post. This is applicable to both official and personal checks.

C. Overseas Assignments

1. Assignment Authority

The employment or assignment of Department personnel for overseas duty in the foreign assistance program may be authorized by A.I.D. pursuant to Section 625(d)(1) of the Foreign Assistance Act of 1961, as amended.

2. Tour of Duty

The normal period of service in an overseas position is a two-year tour from date of arrival in the country of assignment. This period may be more or less than two years depending on the requirements of the project. ^{3/}

3. Establishment of Position

a. An assignment to a project pursuant to Section 625(d)(1) involves the establishment of an overseas position by the Department.

^{3/} Exceptions to the A.I.D. criteria applicable to overseas tours of duty are to be processed under the provisions of A.I.D. Manual Order 416.6.

b. Based on information concerning the job to be done, as outlined in the PASA, the Department will prepare a position description and classify it in accordance with civil service standards. The General Schedule classification is converted to the appropriate class in the Foreign Compensation (FC) schedule. Two copies of this position description are provided A.I.D.

4. Qualifications and Suitability

a. The Department is responsible for determining the technical qualifications of employees it selects for assignment to overseas positions in the aid program.

b. Successful performance in an overseas assignment requires also special personal qualifications. Therefore, to the maximum extent possible, the Department will follow the guidelines established by A.I.D. for determining the suitability of an individual for overseas service and will also obtain necessary information from appropriate sources about those members of the candidate's family who will accompany him overseas. It will provide A.I.D. with a certification that such an investigation has been made with satisfactory results.

5. Training

If a project or service requires that the incumbent of a particular position have proficiency in the language of the country of assignment, the Department will insure that the candidate selected meets this requirement. If necessary, arrangements will be made with A.I.D. for appropriate language training prior to departure overseas. Language training provided at the overseas post is available to Department personnel on the same basis as A.I.D. personnel. Orientation training by A.I.D. in Washington, supplemented at the A.I.D. Mission, is normally required. Other training may be made available by A.I.D. Department personnel assigned to A.I.D. programs overseas may qualify for within-grade step increases, for having attained proficiency in an esoteric language if such language is the primary or primary-alternate of the post of assignment. 4/

6. Medical Clearance

Medical clearance for the employee and those of his dependents who will accompany him overseas will be obtained by the Department from the Medical Division, Department of State. Such clearance or a properly approved waiver is a prerequisite for authorization for departure from the U. S.

4/ Manual Order 462.9 - Foreign Language Training

7. Assignment Documentation

The assignment or appointment of a Department employee to a position in the foreign assistance program is documented on a Standard Form 50, or comparable official document. Two copies of such documentation will be forwarded to A.I.D. not later than 15 days after the effective date of this action.

8. Compensation and Benefits

While assigned to an overseas position established under the terms of this Agreement, Department employees are entitled to compensation and benefits provided under Section 625(d)(1), P.L. 87-195, including medical benefits, allowances, differentials, and leave, on the same basis as applicable to A.I.D. Foreign Service personnel.

9. Leave

Before termination of an A.I.D. assignment a Department employee is entitled to take whatever annual leave has been accumulated during that assignment. However, if the employee's employment with the Department is to be terminated in conjunction with the termination of his A.I.D. assignment, he may only take that amount of annual leave which is in excess of his leave ceiling and the balance of annual leave must be paid to him in accordance with the Lump Sum Leave Act. An employee may be granted home leave in accordance with applicable regulations if he has completed the required continuous service abroad and it is contemplated that he will return to services abroad (including service under P.L. 85-795) under an overseas program entitled to home leave benefits provided under the Annual and Sick Leave Act of 1951, as amended.

10. Initial Rate of Pay

Department employees are compensated in accordance with the class of the position to which they are assigned. 5/

11. Payment of Salary and Differential

The Department will authorize and pay its employees basic salary and the applicable hardship differential.

5/ Rates of pay in excess of norms prescribed in Manual Order 416.6 require the written approval of an authorized official of A.I.D. and the Department.

12. Allowances

a. Allowances for post (cost of living), quarters, temporary lodging, education, local travel and transfer, as well as local travel per diem, under Standardized Regulations (Government Civilians, Foreign Areas) and A.I.D. regulations and orders, will be paid directly to the employee by the A.I.D. Mission. Such allowances are normally paid in local currency, except that education and transfer allowances may, in certain cases at the discretion of the A.I.D. Mission, be payable in dollars.

b. The Department will certify an employee's eligibility for separation allowance in accordance with Standardized Regulations and will pay this allowance directly to the employee.

13. Promotion

The promotion by the Department of an employee assigned to the A.I.D. program is based on the reclassification of his position or his reassignment to a higher-level position, provided he has served for one year in his present grade and has demonstrated ability to perform the duties of the higher-level position.

14. Performance Evaluation

a. To assure that Department personnel receive full recognition for their contributions in the foreign assistance program, the A.I.D. Mission will furnish AID/W and the Department, if it so desires, with copies of performance evaluations, 6/ or any other document (e.g., letter of commendation) which in any way evaluates the accomplishments or performance of the Department's employees assigned to the A.I.D. Mission.

b. If the A.I.D. Mission Director determines that an employee's performance is not sufficiently effective in a given work situation, he may request the Department to terminate the employee's assignment.

15. Travel and Transportation

A.I.D. regulations and the Standardized Regulations (Government Civilians, Foreign Areas) govern the travel and transportation of all Department personnel (and dependents) assigned overseas for a tour of duty pursuant to Section 625(d)(1) of the Foreign Assistance Act of 1961, as amended.

a. Except as otherwise agreed with A.I.D. the Department authorizes, arranges for, and reimburses such employees for:

6/ See Manual Order 416.6.

(1) Travel within the U. S. and initial outbound travel between the U. S. and the overseas post.

(2) Costs involved in the transportation and/or storage of household goods, personal effects, and a privately owned motor vehicle on the same basis as A.I.D. employees at the same A.I.D. Mission.

The Department consults with A.I.D. as to the availability of local currency for such expenditures and the procedure for its utilization.

b. The A.I.D. Mission authorizes, arranges for, and reimburses Department personnel for:

(1) Other international travel which the Department has approved or concurred in.

(2) Local travel within the country of assignment.

(3) Travel for rest and recuperation in countries where such travel is authorized.

(4) Education travel.

16. Termination

a. The A.I.D. Mission will furnish a Completion of Assignment Report, in accordance with A.I.D. requirements, for all Department personnel, as well as A.I.D. employees.

b. When a Department employee is returned to the U. S. for completion of assignment and is not to be reassigned to another position in the A.I.D. program, the Department will ordinarily effect the termination action not later than the next regular pay period ending after the employee's return to the U. S., unless medical clearance requires a delay and will provide A.I.D. with the appropriate documentation of such action.

c. Should final medical clearance for a Department employee, or his dependents, not be received within two weeks after return to the U. S., the termination date will be extended in consultation with A.I.D. In such cases, if the employee is on active duty with the Department after a 60-day period, A.I.D. will terminate reimbursement of the employee's salary. Medical benefits will be forfeited if arrangements for medical examinations are not initiated within 30 days and completed within 60 days after the employee or his dependents depart from post. ^{7/}

^{7/} Detailed procedures governing the medical and health program are contained in Manual Order 454.1 - Medical and Health Program.

SUPPLEMENTARY AGREEMENT

APPENDIX III
TO
GENERAL AGREEMENT
BETWEEN THE
AGENCY FOR INTERNATIONAL DEVELOPMENT
AND THE
DEPARTMENT OF THE INTERIOR

SUBJECT: Technical Consultation Support Services

I. General

A. This appendix outlines the types of technical services which the Department agrees to perform upon request, on behalf of the Agency for International Development, in support of the foreign assistance program.

B. A.I.D. will furnish the Department with copies of reports and communications relating to programs, projects, and questions on which A.I.D. may request assistance.

II. Types of Support

Services provided by the Department to A.I.D. may include but are not limited to:

A. Providing consultation and advice in connection with program planning, review, and coordination.

B. Reviewing and evaluating proposed programs, activities, or projects concerning which there is need for special technical advice.

C. Advising on technical resources available within the Department or other government or private agencies.

D. Discussing and advising on technical problems with AID/W personnel or individuals referred to the Department by AID/W.

E. Answering technical inquiries made by AID/W or sent in from the field and referred by AID/W in writing to the Department.

F. Providing general technical backstopping for projects being implemented by the Department either in the U. S. or overseas.

G. Upon A.I.D.'s request, suggesting names of personnel or sources of recruitment for A.I.D. overseas positions in certain technical fields; and commenting on the technical competence of personnel under consideration for A.I.D. overseas positions.

H. Training of foreign nationals. 1/

I. Performing procurement services. 2/

1/ See Appendix V.

2/ See Appendix IV.

SUPPLEMENTARY AGREEMENT

APPENDIX IV
TO
GENERAL AGREEMENT
BETWEEN
AGENCY FOR INTERNATIONAL DEVELOPMENT
AND THE
DEPARTMENT OF THE INTERIOR

SUBJECT: Procurement of Commodities

I. General

This appendix outlines commodity procurement services which the Department agrees to provide A.I.D. -- in cases mutually agreed to by the Department.

II. Procurement Services

Upon receipt of an acceptable authorizing document from A.I.D. the participating agency performs the following services in behalf of A.I.D. or for a borrower/grantee on behalf of A.I.D. 1/

A. Procures commodities or services specified in the authorizing documents.

B. Renders advice and assistance in selecting commodities or service organizations best suited to accomplish a particular purpose.

C. Prepares requisitions or other listings for the approval of A.I.D. or for a borrower/grantee on behalf of A.I.D.

D. Prepares commodity specifications and arranges necessary inspections.

E. Arranges transportation, including packing, inland and ocean transportation, licensing and, where appropriate, marine insurance.

F. Maintains records and prepares reports required by A.I.D.

1/ Detailed requirements and procedures governing procurement in A.I.D. programs are contained in Section 1430, U. S. Government Agency Procurement, Commodities, of the A.I.D. Manual.

SUPPLEMENTARY AGREEMENT

APPENDIX V
TO
GENERAL AGREEMENT
BETWEEN THE
AGENCY FOR INTERNATIONAL DEVELOPMENT
AND THE
DEPARTMENT OF THE INTERIOR

SUBJECT: Training of Foreign Nationals

I. General

This appendix outlines the responsibilities of the Department and A.I.D. in the planning and execution of technical cooperation training projects referred to the Department by A.I.D. The carrying out of these responsibilities constitutes an effective contribution to the execution of the program of A.I.D. in and for the cooperating country involved.

II. Responsibilities of the Department

At the request of and in consultation with A.I.D., the Department will:

A. Develop and administer training programs for foreign nationals who are brought to the United States by A.I.D. for training in the field of conservation and natural resources and related subjects, and provide the technical competency needed in carrying out these programs.

B. In the development of training programs:

1. Determine which services of the Department, private business, academic, or other groups can best assist in the development and implementation of desirable training programs.

2. Prepare and submit to A.I.D. for review and concurrence a proposed training program, and such revisions as may be required, including essential cost elements needed to fund approved programs.

3. Provide A.I.D. with copies of all reports prepared by or about participants which discuss the participant's programs, progress, or problems.

4. Provide news releases about participants indicating A.I.D. sponsorship and the objectives of the study programs.

5. In consultation with A.I.D., develop alternative procedures when extraordinary circumstances render the above procedures infeasible.

C. In the implementation of the training program:

1. Orient the participants regarding their programs.
2. Arrange with organizations, industries, educational institutions, or other groups for assistance in implementing the training program.
3. Evaluate the program effectiveness by appropriate methods as mutually agreed upon by the Department and A.I.D.
4. Inform A.I.D. of illnesses, conduct prejudicial to the program, or other emergencies arising during the period of the participant's visit. Assist in making the necessary arrangements for medical care or treatment pursuant to the provisions of the insurance, provided, however, that the Department shall not be responsible for the performance of any medical, legal, professional, or other services of a private nature.
5. Prepare quarterly reports on the numbers of participants trained during the quarter and submit these on the standardized A.I.D. report form not later than the 10th day of the month following the quarterly reporting period.
6. Provide in accordance with A.I.D. Manual Orders, the necessary implementation of the training programs by:
 - a. Obtaining, as authorized by A.I.D., the services of technical leaders and processing documents for payment of salaries and other expenses for the same.
 - b. Paying, in advance, participant's maintenance allowances at the A.I.D.-approved rates.
 - c. Providing assistance and funds to participants for purchase of books, training aids, and equipment.
 - d. Providing the necessary program travel for the participants.
 - e. Processing documents for A.I.D. use in payments of tuition and training fees in connection with programs in institutions or firms, or paying tuition and training fees as agreed upon by the Department and A.I.D.

- f. Paying travel expenses for interpreters as authorized.
- g. Assisting, as required, in the shipment of the participant's books and printed program-related training materials.
- h. Mutual consultation regarding the participant(s) scheduled departure date at least 30 days in advance.
- i. Whenever possible, collecting all overpayments to the participants prior to departure.
- j. Distributing and forwarding mail to participants.
- k. Arranging, when appropriate, for the participant's membership in an A.I.D.-approved American professional society.

III. Responsibilities of A.I.D.

- A. In the development of training programs, A.I.D. will:
 - 1. In consultation with the Department assist in the development of all programs, reviewing and approving them prior to implementation.
 - 2. Furnish the Department appropriate information relating to requested training for each foreign national for whom training has been approved, such as:
 - a. Major problems and needs in the cooperating country toward which training should be directed.
 - b. Type of training desired by the A.I.D. Mission and the cooperating country.
 - c. An evaluation of training, education, experience, and ability of the participant.
 - d. Particulars as to the present position of the participant and the position that he is expected to occupy upon his return to the cooperating country after training.
 - e. Official transcripts of scholastic records, if available, when academic training is indicated.
 - f. General proficiency of each participant in the English language.
 - 3. Communicate with the A.I.D. Mission to obtain information on program changes, extensions, funding, etc.
 - 4. Transmit the programs to the A.I.D. Mission.

5. Arrange arrival dates in line with the dates shown in the proposed program and inform the Department of those dates.

6. Make appropriate public announcements regarding the training program giving credit therein to the participation of the Department.

7. Obtain systematic information from the A.I.D. Missions on the extent to which the participants' training in the United States is being utilized and furnish information of a significant nature to the Department. Information of this type received by the Department directly is furnished to A.I.D.

B. In the implementation of the training program:

1. Arrange for reception services at Ports of Entry and in Washington except as mutually arranged otherwise.

2. Provide initial administrative orientation to participants.

3. Collect insurance premium payments from independently financed participants.

4. Arrange for contractual services to cover medical insurance for participants, and forwarding services for shipment of participants' publications and printed training aids.

5. Arrange for renewal of participants' visas as required.

6. Conduct a final conference, where possible, with the participant(s) for the purpose of evaluating the program and its effectiveness. Copies of reports of these conferences will be supplied to the Department, as appropriate.

7. As agreed upon, arrange international return travel for participants upon receipt of scheduled departure dates from the Department, informing the Department of these arrangements.

8. Arrange for interpreters when needed (including payment).

9. Obtain the security clearance for Technical Leaders as required.

10. A.I.D. and the Department jointly will negotiate settlement of tort claims of participants.