

U.S. Department of Energy

Service Agreement for an Overseas Position

Introduction This is an employment agreement between the Department of Energy (DOE) and _____ (hereinafter referred to as “you” or “your”) for the purpose of specifying conditions under which you will provide services for work while located overseas and DOE will provide certain benefits or entitlements.

Effective Date The effective date of this agreement is the same as the effective date that you are appointed to this position as reflected on the attached SF-50, Notice of Personnel Action.

Assigned Position, Location, and Length of Tour You are being assigned as a _____, GS-_____, to _____ (location) for a period of _____ year(s) beginning with the date of your arrival at that location. The _____-year period ends while you are overseas. If offered and mutually agreed to, you may be extended for another _____-year period. If the assignment is extended, you will be required to sign an extension agreement.

Promotions and Return Rights This position (*does/does not*) have promotion potential. If it does have promotion potential, the promotion action will be (*temporary/permanent*). Upon completion of your tour, you have return rights to a position at (*your former grade level/the highest grade level held while overseas*) in _____ (organization).

Pay and Pay Allowances Your pay is based on the basic General Schedule, without any locality pay. The applicable allowance(s) are then added to the basic schedule. Annual adjustments will be determined by the amount of the general increase applicable to all schedules.

The following pay allowances are authorized in accordance with Section 920 of the Department of State Standardized Regulations (DSSR) when marked:

____ Post Allowance. This is a cost of living allowance to offset the difference between the cost of living at the post of assignment in a foreign area and the cost of living in the Washington, D.C. area. It is expressed as a percentage of basic pay and included in your biweekly paycheck. The current allowance for your duty location is ____%. The amount of the allowance determines the earning rate for home leave.

____ Post Differential. This is a recruitment and/or retention incentive for locations where unusual hardship conditions exist. It is expressed as a percentage of basic pay and included in your biweekly paycheck. The amount of the differential for your duty location is ____%.

Pay allowances are subject to change periodically. Notice is provided DOE on a quarterly basis. When this occurs, the change will take effect retroactively to the effective date.

You may request in writing, through your servicing personnel office to the payroll office, up to 3 months of pay be advanced to you at the time of transfer to your foreign duty location to purchase items which are necessary, but may not be readily available, at the foreign duty location. An advance in pay creates an indebtedness which must be repaid. You will have 7 pay periods to repay the amount that you would normally receive for one pay period, but you may pay it off earlier if you choose to do so.

Local Income Tax There is/is no local income tax that will be deducted for the country to which you are assigned.

Leave You are entitled to carry forward up to ____ days (____ hours) of annual leave each leave year while you are overseas.

You will earn home leave in the amount of ____ days per year, beginning on the date that you arrive at your foreign duty location in accordance with the provisions in 5 CFR §630.604. This leave is maintained separately from your annual and sick leave accounts. You are not eligible to use the home leave 1) until you have completed 24 months of continuous service overseas, and 2) unless you will be returning overseas for at least 12 months after you have used it. When home leave is used and you do not return to an overseas assignment, you will create an indebtedness. Use of your accrued home leave is subject to approval by your supervisor; it may be used in conjunction with annual leave.

Dependent(s) You are authorized to take your eligible family members with you at DOE expense if you choose to do so. Those dependents who are authorized to accompany you are specified on the attached SF-1190, Foreign Allowances Application, Grant and Report. You will be authorized full travel and housing allowances, as specified in the Federal Travel Regulations (FTR) and the DSSR, for them, including an education allowance and/or travel expense to and from overseas for college, if applicable, but you will not be authorized a separate maintenance allowance to leave your dependent(s) in the U.S. Authorized allowances are specified on the attached checklist of allowances.

You are responsible for the conduct of your dependent(s) while they are with you overseas. If one or more dependents need to return to the U.S. before you are authorized to do so, you will be responsible for that cost, unless the travel is authorized for medical reasons.

Passports and Visa(s) You are required to obtain 1) a diplomatic passport in accordance with 22 CFR §§51.3 and 53.1, and 2) a visa for each country that you will be traveling in for official business, for yourself and any dependent that accompanies you. Diplomatic passports are available through the Headquarters travel services department at DOE expense and they must be returned to that office upon completion of your tour. Diplomatic passports and the visa for the country in which you will reside must be secured before final travel authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which you will reside may be obtained at DOE expense through the closest Department of State (DOS) passport office overseas. You are required to maintain your eligibility for your diplomatic passport and visa(s) during the entire period of your tour. In the event that a diplomatic passport is lost or stolen while you are overseas, you must notify the Headquarters travel services department promptly.

A diplomatic passport may not be used for personal travel while you are overseas; instead you must obtain a regular passport at your own expense, which is recommended. The Headquarters travel services department will assist you in securing regular passports.

Travel and Transportation Allowances Travel and transportation costs for you and your immediate family, including your household goods, to and from your overseas location will be paid by DOE in accordance with the applicable sections of the FTR, DSSR, and DOE 1500.2A with the understanding that you will remain in service at that location for a period of at least one year following the effective date of your appointment to this overseas position. The amounts of authorized allowances are attached. The amount of your return expenses will be the amount that it costs to return you and your family to

your legal residence as specified herein, whether or not you return to that location, or, if applicable, the cost to relocate you and your family to another overseas location.

Temporary duty travel (TDY) while at the overseas post will be performed under the policies and procedures provided in the FTR and DOE 1500.2A. Per diem allowances for TDY travel will be based on those published by DOS in Section 925 of the DSSR.

DOE will pay up to the amount that it costs for round trip travel for you and your family to return to the your residence for approved home leave. Also, if one or more of your dependents are authorized travel expenses to attend a college or university, DOE will pay that cost in accordance with the DSSR.

Relocation Income Tax Allowance DOE will reimburse any Federal, state, or local income tax liability that you incur as a result of expenses paid by DOE that are associated with your move.

Quarters Allowance The type and amount of allowance for housing is specified on the attached SF-1190, Foreign Allowances Application, Grant and Report.

Education Allowance You are authorized the actual amount, up to \$_____, for your child(ren) to attend kindergarten, elementary, and/or secondary school while overseas. The allowance will be paid as a lump sum payment either through DOS or to you, depending on who pays the school(s).

Medical Clearance and Coverage You and your dependent(s) are required to be cleared by the Office of Medical Services, DOS in order to be eligible to participate in the DOS's medical program and to ensure that DOE does not incur unnecessary medical expenses. Should any dependent not be cleared, then you will be responsible for that family member's medical expenses should you choose to have that member accompany you. A medical clearance is good for the period of your two-year tour. If your tour is extended another two years, then you must renew your and your dependent's(s') clearances.

The DOS's medical program includes prepaid health care service provided by local DOS medical facilities, hospitalization and any subsequent care by a local practitioner following the hospitalization, and medical evacuation services. Costs for such services are paid by DOE. Any other health care, including routine dental care, that you or your dependent(s) need is at your expense.

As a condition of eligibility for the DOS's medical program, you are required to maintain health insurance coverage for services other than those provided by the local DOS medical facility. When DOE incurs such expenses on your behalf, you will be required to reimburse DOE the amount that is covered by your insurance plan. The insurance plan that you have chosen is

_____.

Security Clearance You are required to maintain a ____ level clearance/access authorization at all times in your overseas position.

Residence At the time of selection for this overseas assignment, your place of residence for determining travel and transportation expenses, income tax purposes, and voting is _____ (full address).

Effect of Failure to Fulfill the Terms of This Agreement

In the event that you fail to fulfill the terms of this agreement or any amendment to it, including an extension agreement, money expended by DOE to you or on your behalf, except for appropriate salary and benefits, may be recovered from you as a debt, unless the termination of this agreement is due to a reason beyond your control and mutually agreed to in writing by an authorized DOE official. Termination for reasons due to misconduct or performance, including failure to maintain the required passport and visa(s), medical clearance (for failure to take a medical exam), or security clearance or failure to reimburse DOE for insurance claims, are regarded as reasons within your control. You will be required to make such restitution as is required by applicable laws and regulations, including 41 CFR 302-1.5, and the terms and conditions of this agreement.

Certification

I hereby certify that I have read and understood the terms and conditions of this agreement. I also understand that the above information is accurate as of this date, but that the allowances and benefits are subject to change without prior notice and that, when applicable laws and regulations change which result in a change(s) to the terms and conditions herein, the parties hereto mutually agree that this agreement will be subject to them. Any changes other than those required by applicable laws and regulations must be mutually agreed to in writing by me or my representative or another authorized DOE official.

_____ Employee's Signature	_____ Date
_____ Authorizing Management Official	_____ Date
_____ Travel/Transportation Official	_____ Date
_____ Human Resources Official	_____ Date

Attachments:

- DOE F 321.2, "Travel and Transportation Allowances"
- SF-50, "Notification of Personnel Action"
- SF-1190, "Foreign Allowances Application, Grant and Report"

PRIVACY ACT STATEMENT

Section 302-1.5 of Title 41 of the Code of Federal Regulations requires the use of a service agreement to support the expenditure of funds to relocate employees. Providing information and signing this agreement is voluntary, but failure to sign this agreement will preclude the authorization of relocation allowances and will result in not being appointed to the position specified herein. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, human resource staffs, and travel and transportation staffs to approve and record the benefits and entitlements of this employment situation. There are no additional uses that may be made of the information collected in the agreement. The official copy of this agreement is maintained in your Official Personnel File, which is a category of record included in the OPM/GOVT-1 General Personnel Records system.