

UNITED STATES
DEPARTMENT OF COMMERCE
OFFICE OF GENERAL COUNSEL



UNDERSTANDING THE MOU PROCESS

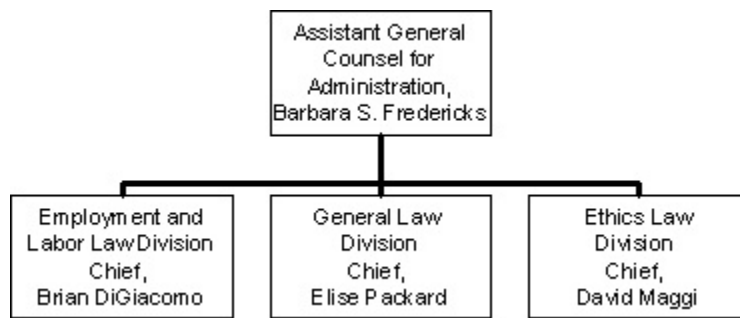
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*National Oceanic and Atmospheric Administration
National Weather Service
January 27, 2010*

*Presented By: Malcolm Orr
The Office of the Assistant General Counsel for Administration
General Law Division*

General Law Division: Officer of the Day --- (202) 482-5391



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Welcome to the General Law Division

The General Law Division provides oral advice and written legal opinions concerning the administration and management of the Department, areas which in general are governed by statutes and regulations of Government- and Department-wide applicability. The General Law Division is responsible for providing legal services in all areas of administrative law not specifically assigned to the other two divisions in the office or to the Assistant General Counsel for Finance and Litigation. Attorneys in the division provide legal advice to Department offices on the Freedom of Information Act (FOIA), Privacy Act (PA), and the Federal Advisory Committee Act (FACA); review FOIA and PA appeals and prepare recommended responses; review proposals to create and renew advisory committees and to close meetings under FACA; and handle litigation involving these statutes.

The Division is responsible for providing advice and preparing opinions in a number of other areas, including: Department directives and delegations of authority; the Administrative Procedure Act and the Paperwork Reduction Act; appropriations and budget matters, including use of the Department's Working Capital Fund; use of appropriated funds, interpretation of appropriation act language, and applicability of legislative restrictions and Comptroller General opinions to appropriated fund activities; administrative provisions of the Department's organic authority, such as the gift and bequest fund, user fees, joint projects, and special studies authorities; the classification and protection of records classified for national security reasons; printing; publishing and advertising; real and personal property issues; and records management and disposition.

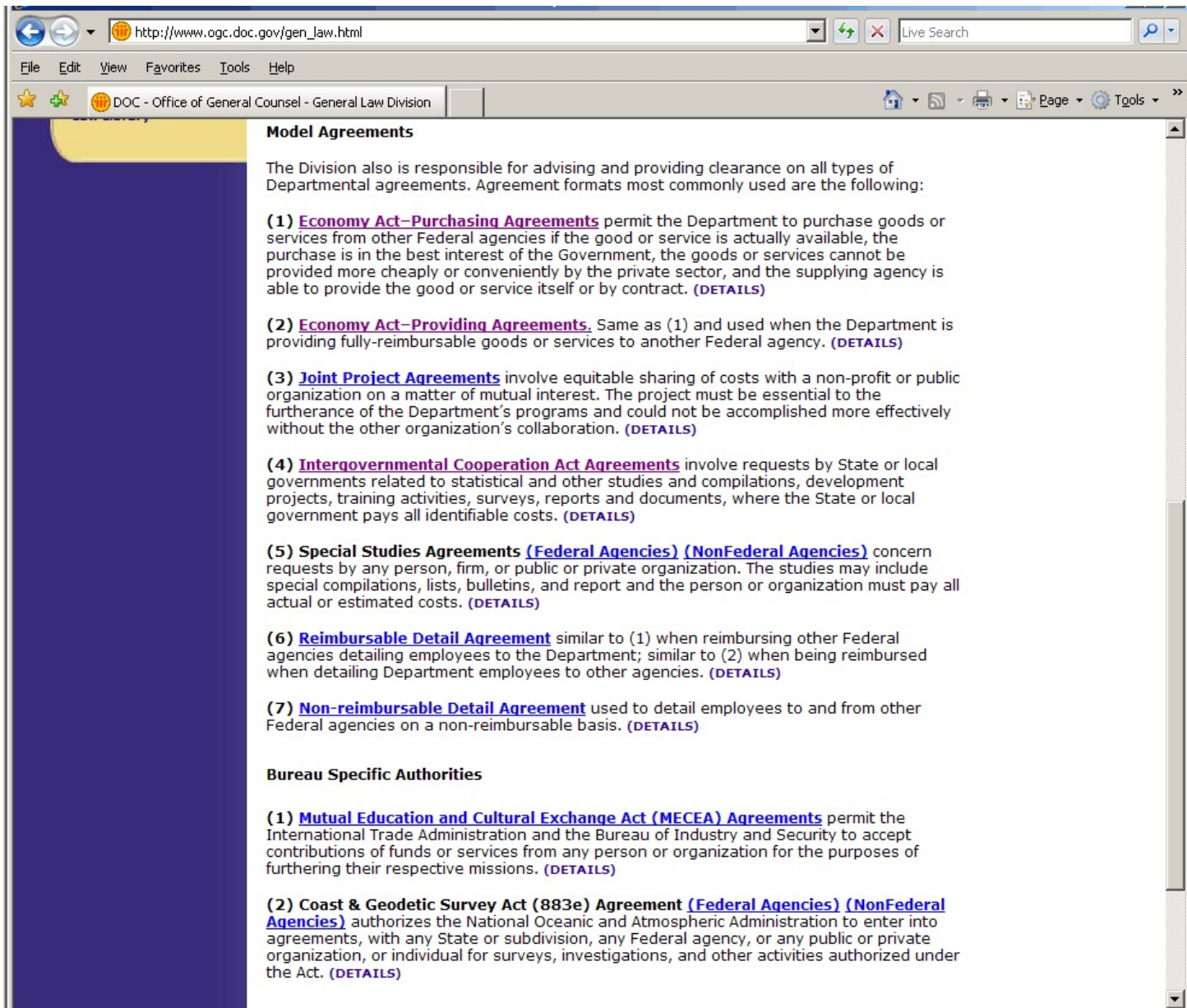
The Division is also responsible for providing Departmental offices and agencies with intellectual property advice in the areas of Internet law, trademark, copyright and domain name practice. This may include performing trademark and domain name searches, licensing DOC marks and other Departmental branding activities; responding to unauthorized use and infringement of Departmental marks, addressing questions on the use of copyrighted materials, reviewing requests to sign releases and other matters.

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Quick Links:

- Use of Logo
- Department of Commerce Interim Intragovernmental Handbook
- Business Rules for Intragovernmental Transactions
- Freedom of Information Act
- Records Management
- OGC Records Retention Schedule
- Indemnification Clause

General Law Division Web site: Model Agreements



The screenshot shows a web browser window with the address bar displaying http://www.ogc.doc.gov/gen_law.html. The browser's menu bar includes File, Edit, View, Favorites, Tools, and Help. The page title is "DOC - Office of General Counsel - General Law Division". The main content area is titled "Model Agreements" and contains the following text:

The Division also is responsible for advising and providing clearance on all types of Departmental agreements. Agreement formats most commonly used are the following:

- (1) [Economy Act-Purchasing Agreements](#) permit the Department to purchase goods or services from other Federal agencies if the good or service is actually available, the purchase is in the best interest of the Government, the goods or services cannot be provided more cheaply or conveniently by the private sector, and the supplying agency is able to provide the good or service itself or by contract. ([DETAILS](#))
- (2) [Economy Act-Providing Agreements](#). Same as (1) and used when the Department is providing fully-reimbursable goods or services to another Federal agency. ([DETAILS](#))
- (3) [Joint Project Agreements](#) involve equitable sharing of costs with a non-profit or public organization on a matter of mutual interest. The project must be essential to the furtherance of the Department's programs and could not be accomplished more effectively without the other organization's collaboration. ([DETAILS](#))
- (4) [Intergovernmental Cooperation Act Agreements](#) involve requests by State or local governments related to statistical and other studies and compilations, development projects, training activities, surveys, reports and documents, where the State or local government pays all identifiable costs. ([DETAILS](#))
- (5) [Special Studies Agreements \(Federal Agencies\) \(NonFederal Agencies\)](#) concern requests by any person, firm, or public or private organization. The studies may include special compilations, lists, bulletins, and report and the person or organization must pay all actual or estimated costs. ([DETAILS](#))
- (6) [Reimbursable Detail Agreement](#) similar to (1) when reimbursing other Federal agencies detailing employees to the Department; similar to (2) when being reimbursed when detailing Department employees to other agencies. ([DETAILS](#))
- (7) [Non-reimbursable Detail Agreement](#) used to detail employees to and from other Federal agencies on a non-reimbursable basis. ([DETAILS](#))

Bureau Specific Authorities

- (1) [Mutual Education and Cultural Exchange Act \(MECEA\) Agreements](#) permit the International Trade Administration and the Bureau of Industry and Security to accept contributions of funds or services from any person or organization for the purposes of furthering their respective missions. ([DETAILS](#))
- (2) [Coast & Geodetic Survey Act \(883e\) Agreement \(Federal Agencies\) \(NonFederal Agencies\)](#) authorizes the National Oceanic and Atmospheric Administration to enter into agreements, with any State or subdivision, any Federal agency, or any public or private organization, or individual for surveys, investigations, and other activities authorized under the Act. ([DETAILS](#))

LEGAL FRAMEWORK (CONGRESS' POWER OF THE PURSE)

"No money shall be drawn from the Treasury, but in consequence of appropriations made by law." U.S. Constitution, Art. I, § 9, cl. 7

3 STEPS . . . PURPOSE, TIME and AMOUNT

STEP 1: Determine whether the appropriation is available for the **PURPOSE** served by the obligation or expenditure:

- ▶ Appropriations Acts, which are laws that provide authority for Federal agencies to incur obligations and to make payments out of the Treasury for specific purposes.
- ▶ The "Purpose Statute," 31 U.S.C. § 1301(a), provides that appropriated funds are only available for the purposes for which they were appropriated.

STEP 2: Determine whether the appropriation is available at the **TIME** of the obligation or expenditure:

- ▶ The "*Bona Fide* Needs Statute," 31 U.S.C. § 1502(a), provides that appropriated funds are only available for obligations properly incurred during the period of availability of the funds.
- ▶ The Antideficiency Act, 31 U.S.C. §§ 1341-42, 1349-51, 1511-19, among other things, prohibits the obligation of funds in advance or in excess of amounts appropriated by law. Individuals who violate the Antideficiency Act may be subject to administrative discipline, and knowing or willful violation could lead to criminal prosecution.
- ▶ Generally - Performance may not extend beyond the availability of the funds.
 - ▶ Exceptions - Based on specific facts. Contact our office to discuss.

STEP 3: Determine whether the appropriation is available in the **AMOUNT** of the obligation or expenditure:

- ▶ The "Miscellaneous Receipts Statute," 31 U.S.C. § 3302, provides that, unless otherwise provided by law, funds received by the Government must be deposited in the general fund of the Treasury as miscellaneous receipts.

**ANATOMY OF AN AGREEMENT
(WHO, WHAT, WHEN, WHERE, HOW LONG ????)**

I. PARTIES

Agreement should clearly indicate the parties involved.

II. AUTHORITIES

Agreement should list programmatic and, if applicable, funds transfer authority.

III. PURPOSE

What are the parties doing and why is it important?

IV. RESPONSIBILITIES OF THE PARTIES

Agreement should specify the role of each partner.

V. CONTACTS

Be sure your agreement includes an appropriate point of contact. This person should be able to address questions about the agreement.

VI. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

All good things come to an end. Agreements should identify commencement and completion date. Also included in this section are: Dispute Resolution Provision, Procedures for Modifying/Terminating the Agreement, Cost Collection Upon Termination Provision, etc. . . .

VII. OTHER PROVISIONS

E.g., When both parties are Federal Government agencies and funds are being transferred, financial data required by OMB for both parties: DUNS/BPN #, Appropriation Code/TAS, Business Event Type Code, etc

VIII. SIGNATURES

Include signature line for appropriate agency official(s) to sign.

THE MOU PROCESS/AUTHORITIES

How is an MOU different from an MOA?

Memorandum of Understanding (MOU) and Memorandum of Agreement (MOA) are two ways of describing the same thing, an agreement between two or more parties. They are not terms of art, and are not authority, in and of themselves, to enter into a legal arrangement with another party. Similarly, Military Interdepartmental Purchase Requests (MIPRs), Interagency Agreements (IAAs), and Reimbursable Agreements, where one of the parties is being reimbursed (in full or in part) for its costs, are also just titles and require independent legal authority.

- ◆ **Choose the Correct Authority**
 - The “Principal Purpose” Test
- ◆ **Draft a Proper Agreement**
 - Refer to the General Law Division’s web site for model agreements: http://www.ogc.doc.gov/gen_law.html
- ◆ **Be Familiar With and Follow Department Procedures**
 - Internal Review by NWS; NOAA Office of the Executive Secretariat Process; DOC/OGC Legal Review

Choose the Correct Authority -- The “Principal Purpose” test

Determining what the correct legal authority should be the first step in developing an MOU. Start by asking yourself, “What is the principal purpose of what I am trying to do?” The answer to that question will guide how you go about structuring your agreement.

If the principal purpose is to acquire from or provide goods or services to another Federal agency, instead of using a private sector contractor, the proper authority for your MOU is likely:

The Economy Act (31 U.S.C. § 1535)

- ▶ The Economy Act applies when more specific statutory authority does not exist for you to purchase or provide the goods or services.
- ▶ Although it is not a procurement contract, if you are purchasing goods or services from another agency, you will need a contracting officer’s assistance in order to make the necessary determinations that the statute and the Federal Acquisition Regulations require:

(1) that the order is in the best interest of the Government; and

(2) that the goods or services cannot be provided as conveniently or inexpensively by a commercial enterprise.

- ▶ If the agency filling the order is going to provide the goods or services by contracting out, this finding must be made as well.
- ▶ A properly executed Determination and Finding (D&F) must be included in all Economy Act Agreement clearance packages where NOAA is purchasing goods or services. We strongly recommend that it be included in packages where NOAA is providing goods or services as well, though legal clearance may still be obtained in instances where it is not included.
- ▶ The Economy Act requires that actual costs must be reimbursed. The statement “[Name of Servicing Agency] will achieve full cost recovery” included in Economy Act agreements will ensure that the requesting agency's payment responsibility is clear.
- ▶ The Economy Act requires that obligated amounts be deobligated at the end of the period of availability of the ordering agency’s funds if the performing agency has not:
 - ✓ performed goods or provided services; or
 - ✓ contracted for the requested goods or services.

If the principal purpose is to provide, upon request, special studies on matters within the authority of the Department, the proper authority for your MOU is likely:

The Special Studies Authority (15 U.S.C. § 1525, first paragraph)

- ▶ Upon request of any person, firm, or public or private organization, the Department may perform special studies and collect and retain a user fee to cover the cost of the work. This includes preparing and providing special compilations, lists, bulletins, and reports.
- ▶ The requesting party must pay for the actual cost of the special work being provided.
- ▶ This authority includes an advance payment provision that cannot be waived.

If the principal purpose is to work collaboratively and equitably share the costs of a project with a non-profit or public organization on a matter of mutual interest, the proper authority for your MOU is likely:

The Joint Project Authority (15 U.S.C. § 1525, second paragraph)

- ▶ There must be substantial involvement on the part of all parties on a particular project of mutual interest. The costs of the project must be equitably apportioned, and the partner must be a non-profit, public, or research organization.
- ▶ The primary factors in analyzing this proposed relationship are: (1) a proper partner, (2) the existence of shared interest in the project, (3) an equitable sharing of the costs of the project, (4) whether the prospective cooperative partner's contribution to the project will effectively aid the Department in achieving the project's goals, and (5) whether the proposed project, in itself, will further the mission of the Department. The benefits, by necessity, must accrue to both the Department and its partner.
- ▶ Joint projects cannot be used in order to give financial assistance (a grant or cooperative agreement) to an organization. Most costs associated with the project should be “in-kind” (*e.g.* staff time, provision of resources. etc.). Any funds transfer will require additional explanation.
- ▶ A key concept (and requirement) of a joint project is that the costs of the project are shared in an equitable manner. “Equitable” does not necessarily mean “equal.” You will have to justify that, under the circumstances of this particular project with these particular partners, the cost share is equitable. Generally, this will require a budget for each party’s contributions, even when these are in-kind.
- ▶ Department policy requires that joint projects be undertaken only when: (a) the project cannot be done at all or done as effectively without the participation of the particular non-profit organization, research organization, or public organization or agency; and (b) the project is essential to the furtherance of the Department's program.
- ▶ Presently, only heads of operating units (or official designee) are appropriate signatories of all joint project agreements.

If the principal purpose is provide services for a state or local governments and retain a user fee to cover the cost of the work, the proper authority for your MOU is likely:

The Intergovernmental Cooperation Act (31 U.S.C. § 6505)

- ▶ Under this authority, Federal agencies can perform services for state and local governments related to statistical and other studies and compilations, development projects, surveys, reports, documents, and other services that the agency is authorized to provide.
- ▶ Requires a written request and payment of all identifiable costs of providing the service.
- ▶ In addition, pursuant to OMB Circular A-97, the state or local government agency must certify that it cannot procure such services reasonably and expeditiously through ordinary business channels, and the NWFSC must determine that the requested service falls within the scope of the Act.

NOAA Specific Authorities

NWS Organic Authority (15 U.S.C. § 313), which authorizes the Secretary to provide weather forecasting and related meteorological observations. In addition, 49 U.S.C. § 47720, authorizes the Secretary to provide meteorological services to promote safety and efficiency in air navigation.

- ▶ National Weather Service—Programmatic authority only

The Coast and Geodetic Survey Act, as amended (33 U.S.C. § 883a *et seq.*), which authorizes NOAA to enter into agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, and Federal agency, or any public or private organization, or individual, for surveys or investigations authorized (under § 883a-883d), or for performing related surveying and mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof, and to establish the terms of any agreement entered into under this section, including the amount of funds to be received, and may contribute that portion of the costs incurred by the National Oceanic and Atmospheric Administration, including shiptime and personnel expenses, which NOAA determines represents the amount of benefits by the Administration from the agreement.

- ▶ National Weather Service—Programmatic and Funds Transfer Authority

Legal Authorities Used by Other Agencies

Other agencies may have statutory authority for specific activities (programmatic) and/or the transfer of funds. For example:

- ▶ **The National Aeronautics and Space Act of 1958, as amended (“Space Act”) (42 U.S.C. § 2451 *et seq.*),** which authorizes NASA “to . . . enter into and perform such contracts . . . cooperative agreements, or other transactions as may be necessary in the conduct of its work and on such terms as it may deem appropriate, with any agency or instrumentality of the United States . . .” 42 U.S.C. § 2473(c)(5). The Space Act also allows NASA “to use, with their consent, the services, equipment, personnel, and facilities of Federal and other agencies with or without reimbursement” 42 U.S.C. § 2473(c)(6).
- ▶ **The Federal Aviation Administration Authority, (42 U.S.C. § 106(l)(6) and (m)),** which authorizes the FAA Administrator to enter into transactions with any federal agency on such terms as the Administrator may consider appropriate and to use or accept the services, equipment, personnel, and facilities of another federal agency, with or without reimbursement.
- ▶ **The National Science Foundation Act of 1950, as amended, (42 U.S.C. § 1861 *et seq.*),** which authorizes NSF to enter into contracts or other arrangements for carrying on such scientific or engineering activities as the NSF deems necessary by organizations including other U.S. Government agencies in connection with matters relating to international cooperation and national security (§ 1870). NSF is also authorized to arrange with and reimburse the heads of other Federal agencies for the performance of any activity that the NSF is authorized to conduct (§ 1870(j)).

TIME SAVING TIP: If you come across an authority that you believe authorizes NOAA to transfer or accept funds, contact us early in the process. We are available to assist you in making the determination. This will save time when you submit the agreement for clearance!

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Other legal issues that may arise in MOUs:

- ★ **Indemnification clauses** – The Government cannot agree to indemnify or “hold harmless” a project partner. Open-ended indemnification clauses are a *per se* violation of the Antideficiency Act. If such language appears in an MOU, it should be replaced with the following, or something similar:

The Government agrees to promptly consider and adjudicate any and all claims which may arise out of this Agreement resulting from the actions of the Government, duly authorized representatives, or contractors of the Government, and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. Section 2671 et seq., the Federal Employees Compensation Act, 5 U.S.C. Section 8101 et seq., or such other Federal legal authority as may be pertinent.
- ★ **Insurance clauses** – The Government is self-insured. Therefore, any clauses requiring the Government to purchase insurance should be removed from the MOU.
- ★ **State law/court clauses** – The Government (and therefore, the MOU) cannot be subject to the laws of a State, and venue is only proper in a Federal court. Any clauses subjecting the Government (or the MOU) to the laws of the State, and/or the jurisdiction of the State court, should be removed from the MOU.
- ★ **Use of the Department’s seal or Bureau logos by the project partner** – If a partner wishes to use the Department’s seal or NOAA logos, the use must be approved by the Chief Financial Officer and Assistant Secretary for Administration (Assistant Secretary), for the seal, and the head of the operating unit, for the logo. Our office must concur with these approvals. DAO 201-17; 201-1.
- ★ **Use of an outside entity’s logo on a Department publication** – As a policy matter, the Department prohibits the use of an emblem of a private business or other non-Government organization anywhere on a Department publication. Publishing and Printing Management Manual, § 8.201. This provision may be waived by the Assistant Secretary.
- ★ **Intellectual Property** – In addition to a partner’s use of the Department’s seal or an agency logo/emblem, other intellectual property (IP) issues might be present. For example, if any works (such as written works, software, inventions) are created and/or used as a result of the MOU, or if any Web sites are created, domain names registered, names, logos or slogans created, we will need to ensure that the agency’s rights to own or use the works are provided for in the MOU.
- ★ **Federal Advisory Committee Act (FACA)** – The FACA governs the organization and operations of “any committee, board, commission, council, conference, panel, task force or other similar group . . . which is . . . established or utilized by one or more agencies in the

interest of obtaining advice or recommendations.” 5 U.S.C. App. 2, § 3. When an MOU calls for a group (at least one member of which is outside the Government) to advise NOAA, it can potentially trigger FACA, particularly if the group is being asked to provide “consensus” advice.

- ★ **Freedom of Information Act (FOIA)** – The FOIA requires that NOAA release any documents requested by an outside party, unless they are covered by one of the FOIA exemptions. 5 U.S.C. § 552a. Documents that are otherwise releasable under FOIA should not be given special protection in an MOU. If a partner requires a provision concerning the protection of information, it should always be “to the extent permitted by Federal laws and regulations.”
- ★ **The Paperwork Reduction Act** – The Paperwork Reduction Act prohibits an agency from asking for answers to identical questions from ten or more people or entities without first getting clearance from the Office of Management and Budget. 44 U.S.C. § 3502(3).

TIME SAVING TIP: If any of the above referenced issues (or anything else seemingly out of the ordinary) come up while negotiating or drafting stages of the agreement, contact us immediately for assistance. This will save time when you submit the agreement for clearance!

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**OMB REQUIREMENTS FOR INTRAGOVERNMENTAL AGREEMENTS
CHECKLIST**

This checklist is derived from the Office of Management and Budget (OMB) memorandum M07-03, dated November 13, 2006, informing agencies about the business rules for intragovernmental transactions set out in Treasury Financial Manual, Volume 1, Bulletin 2007-03. The Bulletin is available at: <http://fms.treas.gov/tfm/vol1/07-03.pdf> In accordance with the Bulletin, these terms must appear in all agreements between Federal agencies if funds are being transferred.

NWS Accounting Data: _____

Treasury Account Symbol (TAS): _____

(Appropriation Code)

Business Partner Network (BPN): _____

(DUNS #)

Business Event Type Code (BETC): _____

(COLL and DISB)

Other Party's Accounting Data: _____

TAS: _____

DUNS: _____

BETC: _____

Cost Collection Upon Cancellation _____

If [buyer] cancels the order, [seller] is authorized to collect costs incurred prior to cancellation of the order plus any termination costs, up to the total payment amount provided for under this agreement.

Dispute Resolution _____

Disputes shall be resolved pursuant to applicable provisions of the Business Rules for Intragovernmental Transactions delineated in the Treasury Financial Manual, Vol. 1, Bulletin 2007-03, Section VII (Resolving Intragovernmental Disputes and Major Differences).

In addition, on June 6, 2008, OMB issued a memorandum to Chief Acquisition Officers and Senior Procurement Executives entitled "Improving the Management and Use of Interagency Acquisitions." Program offices should contact their servicing procurement offices if they have questions about potential interagency acquisitions and the memorandum's applicability to specific agreements. The memorandum is available at:

http://www.whitehouse.gov/omb/procurement/interagency_acq/iac_revised.pdf

INSIDER TIPS FOR EXPEDITING LEGAL CLEARANCE

- ✓ Send a complete agreement.
 - agreements with missing information or pages cause clearance delays.
- ✓ Consider adding a brief explanatory statement describing the project.
 - you are the program experts; explain your project so the reviewing attorney will understand the activity.
- ✓ Fully identify the responsibilities of each party and any deliverables.
- ✓ Check for inconsistent statements and dates in your clearance package.
- ✓ Clearly state what year funds are being used.
- ✓ Cite to proper programmatic and funds transfer authority.
 - contact your program counsel or the General Law Division for assistance if you have questions concerning proper authorities.
- ✓ Cut and paste carefully!
 - when using boilerplate language from another agreement, make sure that it is applicable to your agreement.
- ✓ Identify time period of the activity for the agreement, amendment or modification.
 - when an amendment or modification is being forwarded for legal review, it should cite the termination date of the underlying agreement as well.
 - **WARNING: Expired agreements cannot be amended!**
- ✓ Agreements should not be signed by NOAA officials until legal clearance is received.
 - generally, fully executed or retroactive agreements will not be cleared.
- ✓ Is the period of the agreement within the period of availability of the funds?
 - generally, activities must end before expiration of the funds.
- ✓ If you are sending an amendment, it is useful to attach copies of the prior amendments (most recent) and/or previous General Law Division clearance memorandum.
- ✓ Include a Disputes Resolution Provision.

- ✓ Include proper appropriation information (type, period of availability). If the agreement is with another Federal agency and funds are being transferred for services, you must also include the OMB required accounting data, which includes: DUNS/BPN #, Appropriation Code/TAS, Business Event Type Code.
- ✓ For Economy Act Agreements, include a properly executed Determination and Finding (D&F) statement.
 - when NOAA is the purchasing agency, we will generally not clear the agreement without an executed D&F
- ✓ Include an appropriate point of contact (with telephone number).
- ✓ For Joint Project agreements, fully explain how costs are equitably apportioned and how the project is of mutual interest to the parties. Also, include a budget, even when the costs are “in-kind.”

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EVALUATION

What was most useful about the training?

What suggestions do you have for improving the training?

What additional training areas would be useful to you?

Have you ever reviewed the information on the General Law Division web site? YES NO

What information would like us to include on the web site?

Other comments:

Thank you for your input!