



Handbook on Overseas Assignments

United State Department of Energy



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Introduction

This handbook covers all types of Federal employment overseas, including details, both within DOE as well as to other agencies; transfers to approved international organizations; assignments to permanent DOE positions; cost-free experts; and personal services agreements (PSAs). This handbook replaces the *U.S. Department of Energy Overseas Manual* dated April 2000.

This handbook contains sample service agreements and related documentation that are to be used to implement the following directives:

- a. Executive Order 11552, Providing for Details and Transfers of Federal Employees to International Organizations at http://www.archives.gov/federal_register/codification/executive_order/11552.html;
- b. 5 Code of Federal Regulation (CFR) Parts 301, Overseas Employment and 352, Reemployment Rights available at <http://cfr.law.cornell.edu/cfr/>;
- c. Department of State Standardized Regulations (DSSR) and, for the DOS medical program and PSAs, Foreign Affairs Manuals (FAM) at <http://foia.state.gov/regs/search.asp>;
- d. Federal Travel Regulation (FTR) at <http://www.gsa.gov/Portal/gsa/ep/programView.do?pageTypeId=8199&ooiid=14161&programPage=%2Fep%2Fprogram%2FgsaDocument.jsp&programId=8955&channelId=-14863>.
- e. Chapters I and IX of DOE O 320.1, ACQUIRING AND POSITIONING HUMAN RESOURCES at <http://www.directives.doe.gov/>;
- f. DOE O 341.1, FEDERAL EMPLOYEE HEALTH SERVICES at <http://www.directives.doe.gov/>;
- g. DOE O 551.1, OFFICAL FOREIGN TRAVEL, at <http://www.directives.doe.gov/>;
- h. DOE O 552.1, TRAVEL POLICY AND PROCEDURES, at <http://www.directives.doe.gov/>; and
- i. DOE 1500.4, TRAVEL CHARGE CARD PROGRAM, at <http://www.directives.doe.gov/>.

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Chapter 1 – Temporary Assignments

Detail vs Temporary Change in Duty Station (TCS). A detail is a temporary assignment that may be of any duration to duties in a DOE organization, to another Federal agency, such as the U.S. Agency for International Development, or to an international organization (see the next Chapter for a list of approved organizations). Temporary assignments for at least 6 months, but not more than 30 months, are eligible for travel and transportation allowances as a temporary change of duty station (TCS), as opposed to per diem and travel expenses for regular details, providing the duty station is changed to the overseas location. The determination as to whether or not the temporary assignment that is expected to last at least 6 months should be treated as a detail or TCS should be based on a cost comparison and the employee's willingness to accept a change in pay when the duty station is changed. Per diem and travel expenses or TCS costs may be borne by DOE, the gaining organization, or split, depending on the arrangements worked out by both organizations.

Compensation. For details, an employee retains his/her regular salary based on locality pay. Details for more than 42 days are eligible for post differential, which is a cost of living adjustment for the particular duty station location that is determined by the Department of State (DOS) (see the Table of Allowances at <http://www.state.gov/m/a/als/920>). The differential begins on the 43rd day unless the detail is to a combat area, in which case it is retroactive to the first day (see footnote "n" under "FOOTNOTES TO SECTION 920" of DOS's Full Table of Allowances).

For a TCS, the employee's basic pay does not include locality pay, but is supplemented with the applicable post allowance and, if applicable, post differential. Post allowance is a cost of living allowance to offset the difference in the between the cost of living at the post of assignment in a foreign area and the cost of living in the Washington, D.C. are. It is expressed as a percentage, but is a flat annual rate based on the employee's pay and the number of family members eligible for the allowance. Post differential is a recruitment and/or retention incentive for locations overseas where unusual hardship conditions exist. Post allowance and post differential are not applicable for determining an employee's high 3-year salary for retirement annuity calculation purposes. If the assignment is at a location that is eligible for danger pay, then the employee will receive the applicable premium as a percentage of basic pay whether on detail or a TCS. The locations and percentages for danger pay are available at footnote "p" under "FOOTNOTES TO SECTION 920".

Medical and Health. Per DOE O 341.1 and the DSSR, employees must be medically cleared before going overseas. If the duration of the assignment is less than 60 days, then the employee's local medical support staff will clear. If the assignment is 60 days or more, then the DOS medical staff will clear; processing is coordinated through the local medical support staff. A DOE health brochure, "Foreign Travel Health & Wellness Reference Guide," is available for Headquarters employees in the local medical clinics and Employee Worklife Centers which describes what employees should do in preparation of, during, and following a trip overseas, along with information on a medical assistance program (MEDEX Plus) that is available for travelers. Employees may change their health insurance coverage when going overseas and should do so if they have an HMO plan.

Documentation. See the checklist at Appendix A for processing a detail or TCS. If the assignment will be treated as a TCS, then documents at Appendix B must be completed to begin the processing for approving travel and transportation expenses, along with the applicable travel authorization documents (see Appendix A). A sample service agreement for a temporary overseas assignment (detail or TCS) is available at Appendix C. If the employee is being detailed to another Federal agency, an Interagency Agreement is needed. Sample Interagency Agreements are available at Appendix D. Also, all travelers to overseas locations must complete DOE F 551.1, Request for Approval of Foreign Travel, and be documented in the DOE Foreign Travel Management System (FTMS) database.

Leave. Details are not eligible to accrue up to 45 days of annual, per 5 CFR 630.302 because the overseas location is not their “regular assignment for duty.” Subparagraph (c)(1) clarifies that eligibility for the 45 days is “for transfer or reassignment,” unless the detail is enroute to a permanent overseas post.

Details to Iraq. Special guidance is available for details to Iraq at Appendix M and <http://chris.inel.gov/payroll/>. The latest updated information is highlighted.

Chapter 2 – Transfers to International Organizations

Approved International Organizations. OPM, in consultation with DOS, has a list of international organizations that are eligible for employees to transfer and retain reemployment rights, including certain benefits. That list is available at <http://www.opm.gov/employ/internat/LIST.asp>. The two international organizations to which DOE employees usually transfer are the International Energy Agency (IEA) and the International Atomic Energy Agency (IAEA).

Reemployment Rights. In order for an employee to retain his/her reemployment rights, including retirement, Thrift Savings Plan (TSP), and insurance benefits, the Head of the employee's Departmental element must sign a Letter of Consent (see the sample at Appendix E). If a Letter of Consent is not signed, an employee may still go to the international organization, but will not retain any reemployment rights and benefits.

Compensation. Employees who are transferred are paid by the gaining organization based on the offer made or agreements between the gaining organization and the employee and/or his organization. The gaining organization pays all travel and transportation expenses and allowances.

Medical and Health. Medical clearances are the responsibility of the gaining organization. An employee may retain his/her health plan coverage when the Head of the employee's Departmental element consents to the transfer.

Documentation. See the checklist at Appendix A for processing a transfer. The employee must be informed of his reemployment rights and benefits either by signing a service agreement (see Appendix F) or the human resources staff providing the same information in the form of a letter (see Appendix G) that the employee responds to regarding his/her benefits that he/she wishes to retain.

Chapter 3 – Assignments to Permanent DOE Positions

Background. DOE has established positions with permanent appointments in Vienna, Austria; Paris, France; Tokyo, Japan; Moscow, Russia; Kiev, Ukraine; and Beijing, China, and plans to establish positions in Baghdad, Iraq in FY 2008, as international cooperation has become vital to the success of many of the Department's programs, particularly in the areas of nonproliferation and stewardship of the nuclear stockpile, energy efficiency and conservation, technology transfer, and industrial competitiveness. All offices except the one in Paris are the responsibility of the Director, Office of International Operations, Deputy Administrator for Defense Nuclear Nonproliferation, NNSA, while the office in Paris is the responsibility of the Deputy Director for Operations and Management/COO, NE (responsibility for Iraq has not been finalized). DOE contractors staff offices in additional locations, but they are not addressed since this handbook only addresses Federal employment.

DOE gets local logistical and administrative support for its offices from DOS in which DOE pays into a "working capital fund" organization known as the International Cooperative Administrative Support Services (ICASS). The Director, Office of International Operations, Deputy Administrator for Defense Nuclear Nonproliferation, NNSA, is or provides the DOE representative to the ICASS Working Group (IWG). The Office of International Operations also serves as the DOE point of contact for coordinating requests for staff, space, quarters, and diplomatic status of DOE employees with DOS.

DOE is developing a cadre of employees for overseas assignments through competitive rotational assignments with 2 - 4 year tours, and with a contractor intern program (the Nonproliferation Graduate Program) at the Pacific Northwest National Laboratory.

DOE is one of only a few agencies overseas that is not subject to PL-96-465, Foreign Service Act of 1980. DOE employees are covered under Title 5, United States Code, but are also subject to DOS's Standardized Regulations (DSSR) while overseas and DOS's Foreign Affairs Manual (FAM) regarding the medical program. The Federal Travel Regulations (FTR) apply to travel and transportation allowances to and from overseas locations.

In preparation for an assignment overseas, employees must attend security and orientation courses offered at DOS' George P. Shultz National Foreign Affairs Training Center and the Overseas Briefing Center (which is part of the Transition Center; the centers are part of the Foreign Services Institute) in Arlington, VA (see <http://www.state.gov/m/fsi/>). Dependents can attend the security and orientation courses, but usually get that information at post from the Regional Security Office. They should also review the publications that DOS has available at the Overseas Briefing Center and via the Internet at <http://www.state.gov/m/fsi/tc/c9649.htm> regarding living overseas, such as the *Foreign Service Assignment Notebook: What Do I Do Now?*, which includes chapters on legal issues, finances, diplomatic privileges and immunity, and family concerns; the *Protocol for Modern Diplomat*, which addresses the cultures of U.S. Missions and host countries; and *Your Move*, which is available through the transportation office at the same location.

Status of Overseas Employees. Employees stationed overseas and their dependents are afforded certain diplomatic privileges based on their specific status in the country assigned. Possession of a diplomatic passport alone does not afford an employee and his or her dependents any privileges or immunity, particularly in countries that they may travel on personal leave or official TDY.

Employees must be approved for diplomatic status by DOS's local Chief of Mission head of the applicable embassy). This is done via the National Security Decision Directive form NSDD-38.

Employees must obtain a diplomatic passport and a visa for themselves and any dependent(s) that accompany them for each country in which they will be traveling on official business. Diplomatic passports are available through the DOE Transportation and Travel Group, Office of Management, Evaluation and Budget at DOE expense and they must be returned to that office upon completion of a tour. Diplomatic passports and the visas for the country to which assigned must be secured before final travel authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which the employee will reside may be obtained at DOE expense through the closest DOS passport office overseas. Employees are required to maintain eligibility for a diplomatic passport and visa(s) during the entire tour of duty. In the event that a diplomatic passport is lost or stolen while overseas, the employee must notify the Headquarters Transportation and Travel Group promptly.

A diplomatic passport may not be used for personal travel while overseas. Instead, employees must obtain a regular passport at their own expense. The DOE Transportation and Travel Group will assist in securing regular passports.

Service Agreement. Employees are required to sign a service agreement (see the sample at Appendix H) for their tour. The agreement describes the assigned position, location, and length of tour; promotion and return rights; pay, travel and transportation, quarters (housing), and education allowances that are authorized; leave entitlements; medical program and health insurance coverage; and security clearance/access authorization requirements.

Length of Tour. DOE overseas assignments are normally two-year rotational tours of duty with the potential for two one-year extensions. The minimum tour is one year in order to satisfy the requirements of the Federal Travel Regulations (FTR), unless it is in the best interest of the Government to terminate an assignment prior to that time frame. The maximum length of tour will be four years at any one location, unless an employee was already overseas for longer than four years at the time of the development of DOE's overseas policies and procedures in 2000.

Promotion and Return Rights. The service agreement will indicate whether or not the position to which assigned has known growth potential. The primary DOE organization to which the employee is assigned will be responsible for placement at the time a tour ends. The employee may be placed in another DOE organization if a suitable assignment is not available in the primary organization. Placement efforts should begin about 90 days prior to the date that the employee is due to return.

Pay and Pay Allowances. Pay is based on the basic General Schedule without any locality pay while overseas. The applicable allowance(s) are then added to the basic schedule, but is(are) not included in an employee's "high 3" years for calculating a retirement annuity. The eligibility for a pay allowance is determined by the servicing human resources staff based on the DSSR and is included in the remarks section of the SF-50. The DOE payroll staff will calculate the initial pay allowance, monitor any DOS change to Section 920 of the DSSR (see <http://www.state.gov/m/a/als/>), recalculate entitlement amounts, and initiate action to reimburse the employee retroactively if necessary.

- a. **Post Allowance.** This is a cost of living allowance to offset the difference between the cost of living at the overseas post of assignment and the cost of living in the Washington, DC area. It is expressed as a percentage of spendable income, is non-taxable, and is included in an employee's biweekly paycheck. The allowance at the time the service agreement is signed is specified in the agreement, but is subject to change at any time thereafter and often does. This volatility is unfortunate because the post allowance percentage determines the earning rate for home leave, so it is subject to change as well. Approximately two-thirds of the posts in DOS foreign areas do not receive a post allowance.

- b. 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, is included in an employee's biweekly paycheck, and is taxable.
- c. Difficult to Staff Incentive Differential or Service Need Differential. The latter terminology is commonly used at DOS, while the former terminology is the title to chapter 1000 of the DSSR. This incentive is a supplemental post differential based on 5 U.S.C. 5925(b) (which doesn't specify a title for this hardship differential) for an assignment to a post that is determined to have especially adverse conditions of environment which warrant additional pay as a recruitment and/or retention incentive. To date, this incentive has not been used for DOE positions. If used, DOE is required to maintain a list of Difficult to Staff Incentive Differential designations, i.e., by position, occupation, or post.
- d. Advance in Pay. An employee may request in writing, through his/her servicing human resources staff to the DOE payroll staff, that up to 3 months of pay be advanced at the time of transfer to a foreign duty location to purchase items that are necessary, but may not be readily available, at that location. Per 5 CFR Subpart B, an advance in pay creates an indebtedness which must be repaid. Employees will have 7 pay periods to repay the amount that they would normally receive for one pay period, but may pay it off earlier.

The service agreement specifies whether local income tax will be deducted for a particular country. The income tax status of overseas allowances and benefits is explained in the Internal Revenue Service Publication 516 – *Tax Information for U.S. Government Civilian Employee Stationed Abroad*. The legal residence declared in the service agreement will be used to determine any State income taxes. DOE will reimburse any Federal, State, or local income tax liability incurred as a result of expenses paid by DOE that are associated with a move, but not for income tax liability resulting from pay and pay allowances.

Travel and Transportation Allowances. Travel and transportation costs for an employee and his/her eligible family member(s) to and from the overseas location will be paid by DOE in accordance with the FTR, DSSR, 6 FAM (regarding weight allowance for shipment and storage of household goods for DOS employees, which is matched by DOE), and DOE O 552.1, TRAVEL POLICY AND PROCEDURES, DOE M 552.1-1, U.S. DEPARTMENT OF ENERGY TRAVEL MANUAL, and DOE 1500.4, TRAVEL CHARGE CARD PROGRAM, with the understanding that the employee will remain in Federal service overseas for a period of at least one year from the date that the employee arrives in the overseas location to which assigned. Employees must complete the documents at Appendix B, along with initiating the applicable travel authorization documents (see Appendix A), to begin the process for getting travel and transportation costs approved by the applicable management officials, including program, financial, travel, and transportation staffs.

Employees are authorized to take their eligible family member(s) at DOE expense if they choose to do so. Those family members who are authorized to accompany the employee must be specified on the PCS Information Sheet. Employees will be authorized full travel and quarters (housing) allowances for their family members, along with an education allowance and/or travel expense to and from the overseas location for college, if applicable, but will not be authorized a separate maintenance allowance if they choose to leave them in the United States, even if they are not medically eligible to accompany the employee. Employees are responsible for the conduct of their family member(s) while overseas. If one or more dependents need to return to the United States before the employee is authorized to do so, the employee will be responsible for that cost, unless the travel is authorized for medical purposes or for education travel.

The amount of return expenses will be the amount that it costs to return the employee and his/her family to the residence/home of record specified in the service agreement, whether or not the employee actually returns to that location, or, is applicable, the cost to relocate the employee and his/her family to another overseas location.

Employees are authorized the maximum amount of the allowances for which eligible. Depending on the employee's situation, travel and transportation allowances may include the following:

- a. travel by a contract carrier(s), i.e., a U.S. airline(s) from the employee's residence at the time of the move to and from the overseas location to which assigned; family members do not have to travel with the employee.
- b. per diem while enroute to and from the overseas location.
- c. temporary quarters (lodging) subsistence up to 90 days upon arriving at the overseas location and up to 30 days preceding departure to return from that location.
- d. shipment of household goods and temporary storage of goods at the overseas location up to 60 days until quarters are available; if household furnishings are provided at DOE expense, an employee will be limited to no more than the weight limit available to DOS employees.
- e. non-temporary storage of household goods (HHG) for the entire period that the employee is assigned overseas when the weight of the HHG shipped is less than 18,000 pounds (18,000 pounds is the maximum combined weight for goods shipped and stored; excess baggage carried on a plane may be claimed as a miscellaneous expense, which is limited to \$500 for one traveler or \$1,000 for a married couple).
- f. shipment of one privately owned vehicle (POV) to and/or from the overseas location.
- g. property management services for the rental of the employee's existing residence, in accordance with DOE-302-15.5 of DOE M 552.1-1, which terminates at the expiration of the service agreement.
- h. one round trip travel to and from the United States for an eligible family member(s) to attend high school (in lieu of an education allowance, which is described below) or an undergraduate college or university annually.
- i. periodic travel to and from a kindergarten, elementary, or secondary school located overseas.
- j. reimbursement for those miscellaneous expenses specified in FTR Chapter 302-3.1(b) that are associated with discontinuing residence at one location and establishing residence at a new location; the amount of this benefit depends on whether family members accompany the employee.
- k. pre-departure subsistence expense for the employee and family member(s), not to exceed 10 days, prior to departure from the United States.
- l. a home service transfer allowance (see section 250 of the DSSR) as follows:
 1. a lump sum miscellaneous expense portion to assist with certain extraordinary expenses, i.e., disconnecting and connecting appliances, cutting and fitting rugs and draperies moved from one residence to another, and automobile registration;
 2. an actual subsistence expense portion designed to help offset costs of meals, laundry and dry cleaning of clothes, and lodging while staying in temporary quarters (lodging); and

3. a lease penalty expense portion to assist employees receiving the living quarters (lodging) allowance to help offset the expense of unavoidable lease penalties for early termination of a lease due to a transfer required by DOE

that are not otherwise compensated for when the employee returns to the United States up to 60 consecutive days (approved in 30-day increments; an additional 60 days may be authorized when the program office determines that there is a compelling reason to continue this allowance); in order to receive this allowance, the employee must sign a separate certification (also referred to as a service agreement in section 252.5(b) of the DSSR) that the employee will continue to be employed in the Federal Government for at least 12 months in the United States or other non-foreign area; an employee is not eligible for this allowance if he/she will be retiring upon returning to the United States.

Shipment of consumables is not authorized for DOE employees under the FTR. A consumable allowance is only available to Foreign Service employees.

Quarters Allowances. Whenever free Government housing is not available, a living quarters allowance (LQA) may be authorized. DOS determines whether a post is either a Government quarters or LQA post. If a Government quarters post, DOS usually arranges for housing, but DOE may provide housing at its expense, such as by renting an apartment directly. The maximum LQA is determined by the following factors:

- a. the average costs for rent, heat, light, fuel, gas, electricity, and water for the respective post which are surveyed at least annually and, thus, subject to change;
- b. the employee's grade level; and
- c. the size of the employee's family.

For those posts not designated as LQA posts and Government housing is not readily available, DOE will cover the same costs that the LQA covers. Housing in overseas locations does not necessarily provide all of the amenities found in the United States. Thus, employees should ship only necessary items or purchase them after seeing the accommodations. Furnishings are considered a personal expense and are not covered by DOE. DOE only participates in the DOS furniture pool when the post is considered to be a "furnished" post.

Housing should be secured through the DOS Housing Officer at the post prior to a move whenever possible to avoid unnecessary costs and inconveniences.

Education Allowances. Education allowances (see sections 274 and 920 of the DSSR) for grades K*- 12 are granted only for those posts where the cost of adequate schooling is in excess of the cost that would otherwise be incurred for a dependent in a public school in the United States. If adequate schools are available at the post, no higher allowance is established for attendance at a school located away from the post. At DOE overseas locations, DOS has negotiated the tuition with selected schools. As long as an employee uses the selected schools, DOS pays and charges DOE. If the employee chooses to send his/her children to an alternative school(s), DOE will reimburse the employee up to the amount provided by DOS for that post.

- * Kindergarten, except for a special needs child, means a one school-year program similar to a public school program in the United States, i.e., immediately preceding first grade, but does not include the nursery school level. Authorizing officials must ascertain that 4-year old children attending kindergarten overseas will be eligible to enter first grade the next year.

Leave and Absence.

- a. Annual Leave. Non-SES employees are entitled to carry over a maximum amount of 360 hours (45 days) per year, per 5 U.S.C. 6304(b). SES employees are entitled to carry over up to 720 hours (90 days), per 5 CFR 630.301(a).
- b. Home Leave. Employees are also eligible to earn home leave, per 5 CFR 630, Subpart F. Home leave begins to accrue on the date that an employee arrives at the foreign duty location, but the employee is not eligible to use it until he/she has completed 24 months of continuous service overseas and is expected to be returning overseas for at least 12 months after it has been used. When home leave is used and the employee does not return to an overseas assignment, an indebtedness is created. Home leave must be approved by the employee's supervisor and may be used in conjunction with annual leave. Home leave is maintained separately from other leave balances.

5 CFR 630.604 establishes the number of days earned per year based on the "foreign or territorial (but not a tropical) differential" for each post. OPM agrees that the "differential" means "post allowance" not "post differential."

- c. Local Holidays. DOE has adopted DOS' practices at 3 FAM 3464 and 3 FAH-1 H-3462 3170 (see <http://foia.state.gov/REGS/Search.asp>), which are based on Comptroller General decisions. Excused absence is granted when a post is closed by administrative order on local holidays or when work cannot be performed. Employees are not entitled to holiday or overtime pay if work is performed on those days when they are not Federal holidays.

Medical Program. DOE employees are eligible for DOS's medical program (see DOS's Foreign Affairs Manual (FAM), Volume 16 – Medical Program, Section 121a(2) at <http://www.foia.state.gov/> (click on Regulations, then 16 FAM Medical Program, and then 120 Applicability and Eligibility - http://foia.state.gov/masterdocs/16FAM/16MO120.pdf). DOE employees and their dependents must be cleared, i.e., they must pass the appropriate level of medical clearance, for their assigned locations by DOS's Office of Medical Services every 2 years in order to be eligible for DOS's medical program and to ensure that the Government does not incur unnecessary medical expenses.

All initial medical clearance processing is to be done through the selectee's local medical support staff which will coordinate the clearance process with DOS's Office of Medical Services (per DOE O 341.1) using DOS's form DS-3069, AUTHORIZATION FOR MEDICAL EXAMINATION (see Appendix I; note that only pages 1 and 5 are needed, as pages 2-4 are for DOS employees only) and MEDICAL HISTORY AND EXAMINATION FOR FOREIGN SERVICE (there are 2 forms - DS-1843 for persons 12 years and over and DS-1622 for 11 years and under; see http://www.careers.state.gov/res_forms.html), and if the local medical support staff is the Federal Occupational Health (FOH), then FOH's form AUTHORIZATION FOR DISCLOSURE OF INFORMATION. The time frame to obtain an initial clearance depends on whether dependents will be accompanying the employee and if there are any medical concerns that may pose a problem while overseas, particularly for getting the level of medical service that might be needed. Subsequent medical clearances may be processed through the local DOS medical staff overseas.

Once selected, an employee should schedule an appointment with his/her local medical support staff as soon as possible. The medical support staff will advise on health issues at the overseas location, schedule an examination, may administer some or all of the immunizations that will be required based on the overseas location, and discuss medical insurance coverage (see the next section on Health Insurance).

Should any dependent not be cleared, then the employee will be responsible for that family member's medical expenses should he/she choose to have that member accompany him/her. No separate maintenance allowance will be authorized if a dependent is not medically cleared.

The DOS medical program includes prepaid routine health care services provided by local DOS medical facilities overseas, hospitalization, and any subsequent care by a local practitioner following hospitalization, and medical evacuation services. Costs for such services are paid by DOE through the ICASS (formerly DOE had a Memorandum of Understanding with DOS) at no cost to employees. The services available at local DOS medical clinics vary among locations. Generally, the American trained staffs will provide treatment for minor ailments. Beyond that, the medical staff will provide referrals to an appropriate physician or hospital in the area. Any care other than that provided by the DOS medical staff, including routine dental care, that the employee or his/her dependent(s) needs, is an employee expense. Thus, employees will pay for the non-DOS care and file a claim to his/her health insurer to get reimbursed.

Any questions or concerns regarding whether or not an expense is covered by the DOS Medical Program while overseas, should be addressed with the local DOS medical support staff first.

Health Insurance. Employees must be covered by an insurance plan that reimburses (indemnifies) them for medical costs incurred while overseas, as opposed to an HMO plan which does not provide coverage overseas. This is because DOE has to reimburse DOS for any hospitalization and then bills the employee after DOE makes the payment. Thus, employees reimburse DOE for those payments. Employees may change their existing health plans through their servicing human resources offices up to 31 days prior to going overseas. DOE employees are eligible for a unique health plan for overseas assignments that is available through the Federal Employees Health Benefits (FEHB) Program by the American Foreign Service Protective Association (AFSPA) (for more information on this benefit and others offered by the AFSPA, see <http://www.afspa.org/>).

Security Clearance/Access Authorization. Employees are required to maintain a Q-level security clearance/access authorization at all times while overseas.

Documentation. See the Checklists at Appendix A, the forms at Appendix B, the Service Agreement for a Permanent Overseas Position at Appendix H, and the Authorization for Medical Examination (DS-3069) form at Appendix I. The use and processing of these documents are described in the applicable sections of this chapter. Also, all travelers to overseas locations must complete DOE F 551.1, Request for Approval of Foreign Travel, and be documented in the DOE Foreign Travel Management System (FTMS) database.

Chapter 4 – Local Hires

Background. Applicants who reside overseas, both U.S. citizens, including family members (FMs) who have accompanied their spouses or parents overseas, and foreign nationals (FNs) (who may be FMs), may be hired under various authorities. Collectively, FMs and FNs are referred to as locally employed staff (LES).

Hiring Authorities. U.S. citizens may be hired non-competitively under 5 CFR 8.2 and 301 on overseas limited appointments. Part 030 of the DSSR addresses eligibility for allowances for U.S. citizens who have been hired while overseas.

FNs may be hired non-competitively under 5 CFR 8.3 and using excepted service appointments (see <http://www.opm.gov/employ/html/Citizen.htm> for details of the criteria that must be satisfied); however, DOE is not eligible for foreign service appointments. FNs may also be hired using personal services agreements (PSAs), which are established under DOS authority and replace former personal services contracts (PSCs). DOE has a Memorandum of Agreement (MOA) with DOS (see Appendix J) to utilize the PSA authority. For more information on how DOS administers the PSA authority, see Department of State Foreign Affairs Manual, Volume 3 (3 FAM) - Personnel, Chapter 7260, Employment By Personal Services Contract of Foreign Nationals (Host or Thirds Country) and 8000, Overseas Employment Program, *et al* which are available at <http://foia.state.gov/Famdir/fam/fam.asp>.

Currently, DOE has FNs located in the following locations, by organization:

- a. NNSA – Tokyo, Japan; Moscow, St Petersburg, and Yekaterinburg, Russia; and Kiev, Ukraine
- b. NE – Paris, France (this is the only position that has utilized the PSA authority)
- c. PI and EE – Moscow, Russia (shared/split costs)

Awards Program. DOS has established a special awards program that applies to the LES that are hired under any authority. The purpose of the awards program is to provide consistency among agencies under a Chief of Missions. DOE Office Directors should ensure that proposed awards are consistent with their program office awards program before submitting them to the Chief of Missions for concurrence. For more information on the DOS awards program, see the 3 FAM 4800, Department Awards Program *et al* and Foreign Affairs Handbook Volume 3 (3 FAH) 1 H-4000, Employee Relations, *et al* and 2 H-138, Incentive Awards, which are available at the DOS web site in the previous paragraph.

Local Holidays. DOE has adopted DOS' practices at 3 FAM 3464 and 3 FAH-1 H-34623170 (see <http://foia.state.gov/REGS/Search.asp>), which are based on Comptroller General decisions. Excused absence is granted when a post is closed by administrative order on local holidays or when work cannot be performed. FNs are not entitled to holiday or overtime pay if work is performed on those days when they are not Federal holidays.

Documentation and Processing. All local hiring is done by DOS's local human resources staffs. DOE Office Directors must first get approval from their respective Headquarters program office to hire. Once approval is obtained, then the approval should be provided the local DOS human resources staff which will advise the Office Director on the documentation needed, depending on the appointment authority that will be used, and the processing activities.

Chapter 5 – Cost-Free Experts

Background. Cost-free experts (CFEs) are DOE employees who are provided at no or only partial cost to the IAEA to perform specific tasks for a limited duration. CFEs are usually DOE contractor employees, but occasionally are Federal employees. There are 3 types of arrangements that the IAEA uses for CFEs.

1. Type A – This is a temporary assignment in which a DOE employee is appointed as a staff member of IAEA. DOE reimburses IAEA for all costs except travel costs for official IAEA business, which are paid by IAEA. This arrangement should be treated as a transfer to an international organization.
2. Type B – This is a non-reimbursable temporary assignment except that any travel costs for official IAEA business are paid directly by the IAEA. This is the most common arrangement. This arrangement should be treated as a detail to an international organization.
3. Type C – This is a cost-sharing situation which is mutually agreed upon by DOE and IAEA. How this arrangement should be treated should be determined on a case-by-case basis, but most likely as a detail.

A copy of IAEA’s internal policy and procedures information on CFEs is available at Appendix K. A sample Special Service Agreement for Type B and C arrangements is available at Appendix L. To understand these documents, “the Agency” means the IAEA, “donor” means DOE, and “Subscriber” means the DOE employee.

Documentation. See the checklist at Appendix A for processing transfers and details.

APPENDIX A

Checklist for Overseas Assignments *By Type of Assignment*

1. Job-Related Trip

- a. Documentation of action – none
- b. Travel & transportation allowances –
 - a DOE F 1510.1A, Travel Authorization (TA) showing per diem and DOE F 1510.9, Request and Authorization for Official Travel
- c. Compensation –
 - current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
 - danger pay for war environments; percentage of base pay
 - post differential, if approved; this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay
- d. Security/access authorization and country clearances –
 - maintain current security clearance/access authorization
 - enter in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- e. Medical clearance, insurance, and evacuation (assumes less than 60-day trip) -
 - local DOE medical support staff clears
 - employee may change to a non-HMO health insurance plan
 - DOE element is responsible for medical evacuation costs

2. Reassignment or Promotion to a Permanent DOE Position

- a. Documentation of action –
 - an SF-52 and PD
 - a DOE service agreement
 - if establishing a new position, National Security Decision Directive, NSDD-38, sent to State Department
- b. Travel & transportation allowances –
 - a DOE F 1510.1A, Travel Authorization (TA) showing per diem; DOE F 1510.9, Request and Authorization for Official Travel; and DOE F 4200.33, Procurement Request
 - the forms at Appendix B for a PCS; dependents are authorized
 - attachment to a DOE service agreement; includes movement or storage of household goods
 - housing or quarters allowance provided
 - education allowance or travel authorized
- c. Compensation –
 - base pay (no locality pay)
 - post allowance – this is a cost of living allowance expressed as a flat annual rate based on base pay and family size
 - post differential - this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay
 - annual leave accumulation increases to 45 days for carrying forward to a subsequent leave year for non-SES employees, 90 days for SES'

- home leave following 24 months overseas; must be returning overseas for at least 12 months to use it
- d. Security/access authorization and country clearances –
 - Q-level required
 - a DOE F 551.1, Request for Approval of Foreign Travel; enter in the Foreign Travel Management System (FTMS)
 - clearance from US Embassy in the country to be visited
 - passport and visa for applicable country
- e. Medical Clearance, Insurance, and Evacuation -
 - State Department medical staff clears following processing by local DOE medical support staff
 - employee needs a non-HMO insurance plan
 - State Department handles medevac arrangements

3. Detail when the employee remains on DOE roles

- a. Documentation of action –
 - an SF-52 if over 30 days and a statement of work
 - a DOE service agreement
- b. Travel and transportation allowances –
 - a DOE F 1510.1A, TA; per diem if not a temporary change of duty station (TCS)
 - attachment to a DOE service agreement if a TCS (when the duration is 6-30 months) if more cost effective than per diem
 - the forms at Appendix B for a TCS
- c. Compensation –
 - if not a TCS: current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
 - if a TCS: same as a permanent position
 - danger pay, if applicable
- d. Security/access authorization and country clearances –
 - security clearance/access authorization level depends on assignment
 - entered in the Foreign Travel Management System (FTMS)
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- e. Medical clearance, insurance, and evacuation -
 - if less than 60 days, local DOE medical support staff clears
 - if 60 days or longer, State Department medical staff clears following processing by local DOE medical support staff
 - employee may change health insurance plan
 - DOE element is responsible for medical evacuation costs

4. Detail to Another Agency

- a. Documentation of action –
 - an SF-52 if over 30 days
 - an Interagency Agreement
- b. Travel and transportation allowances – gaining organization provides TA showing per diem
- c. Compensation – current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable; danger pay, if applicable
- d. Security/access authorization and country clearances –

- gaining organization determines
 - DOE may process passport and visa(s)
- e. Medical clearance, insurance, and evacuation -
- gaining agency should process and clear with State Department, if applicable
 - employee may select a non-HMO plan
 - gaining agency is responsible for medevac arrangements

5. Transfer to an International Organization

- a. Documentation of action –
- an SF-52
 - a DOE Letter of Consent
 - either a DOE service agreement or employee transfer letter which specifies reemployment and retained benefit rights
- b. Travel and transportation allowances – gaining organization provides
- c. Compensation – gaining organization provides
- d. Security/access authorization and country clearances – gaining organization determines
- e. Medical clearance, insurance, and evacuation - gaining organization determines

6. Cost-Free Expert - Treat as either a detail or transfer to an international organization depending on whether the employee will be appointed as a staff member of the gaining organization (transfer) or DOE will pay some or all of the costs except official travel and employee will remain on DOE roles (detail)

Checklist for Overseas Assignments
By Topic

1. Type of Assignment -
 - a. Job-related trip
 - b. Reassignment or promotion to a permanent DOE position
 - c. Detail when the employee remains on DOE roles
 - d. Detail to another agency
 - e. Transfer to an international organization
 - f. Cost-free expert, treat as either a detail or transfer to an international organization depending on whether the employee will be appointed as a staff member of the gaining organization (transfer) or DOE will pay some or all of the costs except official travel and employee will remain on DOE roles (detail)

2. Documentation of Action –
 - a. For a job-related trip: none
 - b. For a permanent assignment within DOE:
 - an SF-52 and PD
 - a DOE service agreement
 - if establishing a new position, National Security Decision Directive, NSDD-38, sent to State Department
 - c. For a detail when the employee remains on DOE roles:
 - an SF-52 if over 30 days and a statement of work
 - a DOE service agreement
 - d. For a detail to another agency:
 - an SF-52 if over 30 days
 - an Interagency Agreement
 - e. For a transfer to an international organization:
 - an SF-52
 - a DOE Letter of Consent
 - either a DOE service agreement or employee transfer letter which specifies reemployment and retained benefit rights

3. Travel & Transportation Allowances –
 - a. For a job-related trip:
 - a DOE F 1510.1A, Travel Authorization (TA) showing per diem
 - b. For a permanent assignment within DOE:
 - a DOE F 1510.1A, Travel Authorization (TA) showing per diem; DOE F 1510.9, Request and Authorization for Official Travel; and DOE F 4200.33, Procurement Request
 - attachment to a DOE service agreement; includes movement or storage of household goods
 - the forms at Appendix B for a PCS; dependents are authorized
 - housing or quarters allowance provided
 - education allowance or travel authorized
 - c. For a detail when the employee remains on DOE roles:
 - a TA; per diem if not a temporary change of duty station (TCS)
 - attachment to a DOE service agreement if a TCS (when the duration is 6-30 months) if more cost effective than per diem
 - the forms at Appendix B for a TCS

- d. For a detail to another agency: gaining organization provides TA showing per diem
- e. For a transfer to an international organization: gaining organization provides

4. Compensation –

- a. For a job-related trip:
 - current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
 - danger pay for war environments; percentage of base pay
 - post differential, if approved; this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay
- b. For a permanent position:
 - base pay (no locality pay)
 - post allowance – this is a cost of living allowance expressed as a flat annual rate based on base pay
 - post differential - this is a recruitment/retention incentive for hardship locations expressed as a percentage of base pay
 - annual leave accumulation increases to 45 days for carrying forward to a subsequent leave year
 - home leave following 24 months overseas; must be returning overseas for at least 12 months to use it
- c. For a detail when the employee remains on DOE roles:
 - if not a TCS: current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
 - if a TCS: same as a permanent position
 - danger pay, if applicable
- d. For a detail to another agency: current salary (including locality pay) plus any previously approved overtime, if long hours are anticipated, and Sunday, holiday, and night differentials, if applicable
- e. Danger pay, if applicable
- f. For a transfer to an international organization: gaining organization provides

5. Security/Access Authorization and Country Clearances

- a. For a job-related trip:
 - maintain current security clearance/access authorization
 - enter in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- b. For a permanent position:
 - Q-level required
 - enter in the Foreign Travel Management System (FTMS)
 - clearance from US Embassy(ies) in the country(ies) to be visited
 - passport and visa(s) for applicable country(ies)
- c. For a detail when the employee remains on DOE roles:
 - security clearance/access authorization level depends on assignment

- entered in the Foreign Travel Management System (FTMS) within 30 calendar days of departure date or 45 days of departure date if travel is to a sensitive country or involves a sensitive subject
- clearance from US Embassy(ies) in the country(ies) to be visited
- passport and visa(s) for applicable country(ies)
- d. For a detail to another agency:
 - gaining organization determines
 - DOE may process passport and visa(s)
- e. For a transfer to an international organization: gaining organization determines

6. Medical Clearance, Insurance, and Evacuation -

- a. For a job-related trip: (assumes less than 60 days)
 - local DOE medical support staff clears
 - employee may change to a non-HMO health insurance plan
 - DOE element is responsible for medical evacuation costs
- b. For a permanent position:
 - State Department medical staff clears following processing by local DOE medical support staff
 - employee needs a non-HMO insurance plan
 - State Department handles medivac arrangements
- c. For a detail when the employee remains on DOE roles:
 - if less than 60 days, local DOE medical support staff clears
 - if 60 days or longer, State Department medical staff clears following processing by local DOE medical support staff
 - employee may change health insurance plan
 - DOE element is responsible for medical evacuation costs
- d. For a detail to another agency:
 - gaining agency should process and clear with State Department, if applicable
 - employee may select a non-HMO plan
 - gaining agency is responsible for medivac arrangements
- e. For a transfer to an international organization: gaining organization determines

APPENDIX B

**PCS INFORMATION SHEET
TO BE COMPLETED BY THE EMPLOYEE
(Signature Required)**

PRINT ALL INFORMATION

Name: _____ SSN: _____

Old Home Address: _____ New Home Address (if known): _____

County: _____ County: _____

Old Home Phone No: _____ New Home Phone No. (if known) _____

Internet Address: _____ New Organization: _____

Present Organization: _____ Transferee New Appointment _____

Address: _____ Date Agreement Signed: _____

New Title: _____

Work #: _____

Fax# _____

Retirement: _____ Address: _____

_____ FICA/FERS

_____ Medicare/CSRS

Work # (if known): _____

Members of Immediate Family:

DEPENDENT(S) NAME	RELATIONSHIP	BIRTH DATE OF CHILDREN (unmarried and under age 21)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: List any other family members living with you, i.e., children over 21, who are either physically or mentally incapable of self-support; dependent parents; dependent brothers or sisters. If 51 percent of their support is provided by you, show documents to prove this.

Spouse employed by same organization? Yes _____ No _____

Government Issued Travel Charge Card? Yes _____ No _____

TRAVEL-IN:

Travel From: _____ Travel To: _____ Distance: _____

Date to Enter on Duty: _____

Employee Mode of transportation: POV: _____ Commercial Air: _____ Rental Car: _____

Dependent(s) Mode of Travel: _____ Date Travel Begins: _____

If two POVS are required to travel to new duty station, provide justification: _____

REAL ESTATE EXPENSES: (NOT AUTHORIZED FOR NEW APPOINTEES)

Do you intend to sell your residence? Yes _____ No _____

Do you request participation in Third Party Guaranteed Home Purchase Program? Yes _____ No _____
(This option is available within the 2 year time limitation for completion of real estate transactions. However, once you reject an offer from the relocation company you will not be eligible for this service again for this move.) For more detailed information contact the CAP Center Travel Division .

Do you need to break a lease? Yes No What is the estimated amount?

What is the estimated real estate value of your old residence?

Do you intend to purchase a home at your new duty station? Yes No

What is the estimated purchase price of the new residence?

NOTE: If you sign-up with DOE's third party relocation contractor and you find a bonafide buyer for your house, you may be eligible for the Home Market Incentive Program.

TEMPORARY QUARTERS (NOT AUTHORIZED FOR NEW APPOINTEES)

(Note: Must be justified if househunting trip is authorized)

(CHECK ONE):

Not Required _____
Required for employee only _____
Required for family only _____
Required for employee and family _____

TEMPORARY QUARTERS (CONTINUED):

Required at origin _____ destination _____ both areas _____

Estimated Dates Required _____

Select the Method of Temporary Quarters Reimbursement: ACTUAL _____ FIXED _____
(NOTE: The selection of fixed rate reimbursement is final and not subject to change at a later date)

ACTUAL REIMBURSEMENT- Receipts are required for lodging and all expenses over \$75.00, authorized 60 initially, if sufficiently justified an extension of another 60 days may be authorized

FIXED REIMBURSEMENT- Receipts are NOT required, paid flat rate not to exceed 30 days,
NO EXTENSIONS ARE PROVIDED UNDER FIXED REIMBURSEMENT.

HOUSEHUNTING TRIP: (NOT AUTHORIZED FOR NEW APPOINTEES)

NOTE: Not to exceed 10 calendar days (must be authorized before taken), if Househunting and Temporary Quarters are authorized, the number of days of Temporary Quarters will be **reduced** by the number of days Househunting.

(CHECK ONE):

Not Required _____
Required for employee only _____ Required for spouse only _____
Required for employee and spouse _____

Number of Days _____

Dates of travel: _____

Mode of transportation: POV: _____ Commercial Air: _____ Rental Car: _____

Select the Method of Househunting Reimbursement requested ACTUAL _____ FIXED _____
(NOTE: The selection of fixed rate reimbursement is final and not subject to change at a later date)

ACTUAL REIMBURSEMENT: Receipts are required for lodging and all expenses over \$75.00, authorized the lesser of the maximum per diem for the locality where employee seeks residence or for the locality where the employee obtains lodging.

FIXED REIMBURSEMENT : Receipts are not required , paid flat rate based on formula below :

Locality rate at new duty station X 6.25 - If employee and spouse travel together
Locality rate at new duty station X 5 - For either employee or spouse traveling alone

TRANSPORTATION OF HOUSEHOLD GOODS (NTE 18,000 POUNDS)

NOTE: The government will pay for one lot shipment from point A to point B. Any additional stops will be at the employee's expense.

BY EMPLOYEE _____

BY DOE's THIRD PARTY RELOCATION CONTRACTOR _____

Shipment of goods required? Yes _____ No _____

Approximate Move Date: _____

Estimated Weight: _____ lbs. (Approximately 1,000 lbs. per room)

Any professional books to be moved? Yes _____ No _____

(Note: List all books/approval from new hire that the books are needed in performance of duty/weighed separate from other items)

Is a mobile home involved? Yes _____ No _____

TEMPORARY STORAGE

Will temporary storage be needed? Yes _____ No _____

Return this signed form to:

**Capital Accounting Center
Travel Branch ME143.1
P.O. Box 500
Germantown, MD 20875-0500
FAX #301-903-5240**

Please Note:

Do not incur expenses in anticipation of relocation until you have received your written authorization.

Selection of reimbursement method for temporary quarters and househunting may not be changed at a later date.

Signature: _____ Date: _____

If you have any questions, you can contact Travel Audit at (800) 832-0890 extension 38969 or (301) 903-8689 or via e-mail at PCS.Travel@HQ.DOE.GOV. You can also access the Federal Travel Regulation at <http://www.policyworks.gov/fttr>.

Information on your taxes

As an employee who is transferring within the Federal Government, you are entitled to a Relocation Income Tax Allowance (RITA). The purpose of this RITA is to reimburse you for substantially all of the additional federal and state income taxes incurred as a result of certain travel and transportation expense reimbursements and relocation allowances provided by the Government. The Withholding Tax Allowance (WTA) is an estimated partial payment (advance) of the total RIT allowance and is added to your relocation claim if it is a taxable item. The WTA is calculated by multiplying the amount subject to tax withholdings by 38.889%.

The following items will show up as taxable items on your W-2 in the calendar year in which they are paid:

- 1 Househunting trip
- 2 En route meals
- 3 Temporary Quarters
- 4 Real estate expenses paid directly to the employee
- 5 Miscellaneous Expense
- 6 Additional temporary storage beyond the first 30 days
- 7 Relocation Income Tax
- 8 Withholding Tax Allowance (WTA)
- 9 Non-temporary storage (CONUS)
- 10 Additional days of storage that is paid directly to the employee
- 11 Home Sale Incentive (this is not subject to WTA payment.)

Employees are notified by mail during the first quarter of the following calendar year if eligible for RITA. Employees will be required to complete and return the self explanatory package.

If further information is needed, please access the Federal Travel Regulation (FTR) at the following internet address: <http://www.policyworks.gov/fttr> or contact us at our PCS Assistance Line at (301) 903-8689 or via e-mail pcs.travel@hq.doe.gov.

Your signature below acknowledges that you understand that the WTA is included in the amounts that are reimbursed to you. When you submit your RITA voucher, it will be determined if you have been overpaid or underpaid. You also agree to submit your RITA voucher for processing when requested. If you do not submit your RITA voucher than it is considered an overpayment to you and the CAP Center will set up a billing request for reimbursement.

(Signature)

(Date)

Employee Application for Relocation Services

Employee and Spouse Names: _____

Employee Social Security No.: _____

Mailing Address if different than the address to be sold: _____

Old Duty Station: _____

New Duty Station: _____ Phone: _____

Reporting Date: _____

Do you intend to sell your house through relocation service company? Yes ____ No ____

Provide following information if requesting Guaranteed Home Purchase Service:

a. Address of Residence to be sold: _____
including Zip Code: _____

b. Name(s) of Titled Homeowner(s): _____

c. Are all individuals who are listed as titled homeowner(s) members of your immediate family?: Yes ____ No ____

d. Is the residence shown in the address above your residence at the time you were first definitely informed by competent authority of your transfer? Yes ____ No ____

e. Type of dwelling: single-family home ____ duplex ____ apt ____ farm ____ other ____

f. Estimated acreage of residence property: _____

g. Estimated selling price: \$ _____

h. Mileage distance of residence from old duty station: _____

Please check services interest in obtaining:

- Guaranteed Home Purchase Program
- Home Marketing Assistance
- *Management of Household Goods Shipment and Storage
- Home Search Assistance
- Mortgage Counseling

Additional Services that are available at employee's expense:

- Rental Home Finding
- Spouse Employment Counseling

Office Phone Number _____ Home Phone Number _____

Fax Number _____ Email Address _____

I prefer to be contacted by relocation service company at _____

(Phone, fax no. –Area Code)

(time of day)

Employee Signature

Date

*If household goods are in storage, please provide the storage address: _____

APPENDIX C

U.S. Department of Energy Service Agreement for a Temporary Overseas Assignment - Detail (January 2007)

Introduction	This is an employment agreement between the Department of Energy (DOE) and <u>(employee name)</u> (hereinafter referred to as “you” or “your”) for the purpose of specifying the 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 detailed to this position as reflected on the attached SF-50, Notification of Personnel Action and/or SF-52, Request for Personnel Action.
Assigned Position, Location, and Length of Tour	You are being detailed as <u>(position title)</u> at <u>(location)</u> for a period of up to six months beginning with the date of your arrival at that location and ending <u>(date)</u> . You will be on a <u>(reimbursable/non-reimbursable)</u> detail funded by <u>(organization)</u> .
Promotions and Rights	This position does not have promotion potential. Upon completion of your tour, you will return to your current position or a similar position in the Department of Energy, or successor organization.
Pay and Pay Allowances	<p>Your pay is based on the <u>(pay plan)</u> Schedule <u>(with/without)</u> locality pay. When applicable, the following allowance(s) are 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:</p> <p><u> </u> Post Allowance. This is a cost of living allowance to offset the difference between the cost of living at the post assignment in a foreign area and the cost of living in the Washington, D.C. area. It is expressed as a percentage (increase over the Washington, D.C. living index), but is a flat annual rate based on your base pay and the number of persons eligible for the allowance. It is included in your biweekly paycheck. The current allowance for your duty location is (\$NA) (15%). The percentage also determines the earning rate for home leave.</p> <p><u> </u> 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, included in your biweekly paycheck, and is subject to income tax. The amount of the differential for your duty location is <u> </u>%. It is effective on the <u> </u> day in the country.</p> <p>Notwithstanding the rate of differential prescribed for the post, the per annum post differential rate at which payment is made shall be reduced, if necessary, so that the combined per annum post differential and basic pay authorized for you does not exceed the per annum salary authorized at Executive Schedule Level II (Section 552, DSSR). The post allowance is not subject to an aggregate limitation (5 CFR, Section 530.202).</p>

___ Danger Pay. This is additional compensation for locations in which there exists conditions of civil insurrection, civil war, terrorism, or wartime conditions which threaten physical harm or imminent danger to the health or well-being of an employee in eligible locations for at least four (4) hours each day. It is expressed as a percentage of basic pay, included in your biweekly paycheck, and is subject to income tax. The amount of this incentive for your duty location is ___%.

All other compensation, including the post differential, received during the calendar year may not exceed the basic salary at Executive Level I (5 CFR, Section 530.203). Pay allowances are subject to change periodically. Information is available biweekly. Any change will take effect retroactively to the effective date.

You may request in writing, through your servicing human resources office to the payroll office, up to three 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
Leave

Local income tax will not be deducted for the country to which you are assigned.

You are entitled to carry over a maximum of ___ hours of annual leave each year.

You will earn home leave in the amount of ___ hours per year, beginning on the date that you arrive at your foreign duty location in accordance with the provisions of 5 CFR Sec. 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. You will not be paid for any unused home leave.

Dependent(s)

You are not authorized to take your family members with you.

Passports and
Visa(s)

You are required to obtain 1) a diplomatic passport in accordance with 22 CFR Sec. 51.3 and Sec. 53.1, and 2) a visa for each country that you will be traveling in for official business. 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 authorizations will be provided. Additional visas for diplomatic passports for countries other than the one in which you will reside may be obtained at your expense through the closest Department of State 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, you must notify the Headquarters travel services department immediately.

Travel and

Temporary duty travel (TDY) to and from overseas, as well as while at the overseas post,

Transportation Allowances will be performed under the policies and procedures provided in the FTR and DOE O 552.1A and DOE M 552.1-1A, and you will be paid per diem. Per diem allowances while overseas will be based upon those published by DOS in Section 925 of the DSSR. Thus, your detail is not regarded as a temporary change of duty (TCS) for travel and transportation allowances purposes.

Medical Clearance and Coverage You are required to be cleared by the Office of Medical Services, DOS in order to be eligible to participate in the DOS' medical program and to ensure that DOE does not incur unnecessary medical expenses.

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

As a condition of eligibility for the DOS' 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 for the amount that is covered by your insurance plan. The insurance plan that you have chosen is _____ (*name*).

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

Residence At the time of the detail for this overseas assignment, your place of residence for determining travel and transportation expenses and home leave upon your return is _____ (*city & state*). Your place of residence for income tax and voting purposes is _____ (*city & state*).

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 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 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 understand 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.

<i>Employee Name</i>	<i>Date</i>
<i>Authorizing Management Official (Deputy Assistant Secretary, Deputy DAS, or other Direct Report to the Office of the Secretary)</i>	<i>Date</i>
<i>Authorizing Travel/Transportation Official</i>	<i>Date</i>
<i>Human Resources Official</i>	<i>Date</i>

Attachment:
SF-52, "Request for Personnel Action"

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.

U.S. Department of Energy
Service Agreement for a Temporary Overseas Assignment - TCS
(Revised January 2007)

Introduction This is an employment agreement between the Department of Energy (DOE) and (employee's name) (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 detailed to this position as reflected on the attached SF-50, Notification of Personnel Action and/or SF-52, Request for Personnel Action.

Assigned Position, Location, and Length of Tour You are being detailed as a (title, series and grade), to (organization, if applicable, & location - city & country) for a period of (month(s)/year(s)) beginning with the date of your arrival at that location and ending (date). You will be on a (reimbursable/non-reimbursable) detail funded by (organization).

Promotions and Rights This position does not have promotion potential. Upon completion of your tour, you have return rights to your (current/former) position or a similar position at the (grade or pay rate) in the (organization), or successor organization.

Pay and Pay Allowances Your pay is based on the (schedule, e.g., GS, SES, or EJ, with/without) locality pay. When applicable, the following allowance(s) are 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 (increase over the Washington, DC living index), but is a flat annual rate based on your base pay and the number of persons eligible for the allowance. It is included in your biweekly paycheck. The current allowance for your duty location is \$(amount) (%). The percentage also 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, included in your biweekly paycheck, and is subject to income tax. The amount of the differential for your duty location is ___%. Eligibility begins on the ___ day in the country.

___ Danger Pay. This is additional compensation for locations in which there exists conditions of civil insurrection, civil war, terrorism, or wartime conditions which threaten physical harm or imminent danger to the health or well-being of an employee in eligible locations for at least four (4) hours each day. It is expressed as a percentage of basic pay, included in your biweekly paycheck, and is subject to income tax. The amount of this incentive for your duty location is ___%.

Notwithstanding the rate of differential prescribed for the post, the per annum post differential rate at which payment is made shall be reduced, if necessary, so that the combined per annum post differential and basic pay authorized for you does not exceed the per annum salary authorized at Executive Schedule Level II (Section 552, DSSR). The post allowance is not subject to an aggregate limitation (5 CFR, Section 530.202).

All other compensation, including the post differential, received during the calendar year may not exceed the basic salary at Executive Level I (5 CFR, Section 530.203). Pay allowances are subject to change periodically. Information is available biweekly. Any change will take effect retroactively to the effective date.

You may request in writing, through your servicing human resources 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 Local income tax will not 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 of 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. You will not be paid for any unused home leave.

Dependent(s) You are/are not authorized to take your (eligible) family members with you at (NA/organization) expense if you choose to do so. Those dependents who are authorized to accompany you are specified on the PCS Information Sheet. You will be authorized travel and housing allowances, as specified in the Federal Travel Regulations (FTR) and the DSSR, for a temporary change of station, 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 or educational 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 (organization) 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 (organization) 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

Your detail (is/is not) regarded as a temporary change of duty (TCS) for travel and transportation allowances purposes. Travel and transportation costs for you and your immediate family, including your household goods, to and from your overseas location will be paid by (organization) 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.

(Organization) will pay up to the amount that it costs for round trip travel for you and your family to return to your residence for approved home leave. Also, if one or more of your dependents are authorized travel expenses to attend a college or university, (organization) 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 detail, such as extended storage costs.

Quarters Allowance

A temporary quarters subsistence expense (TQSE) allowance for housing is authorized if the detail is regarded as a TCS per Section 123.3 of the DSSR, otherwise, per diem is authorized.

Education Allowance/Travel

You are/are not authorized an education allowance for an eligible child who will be enrolled in grades K-12 based on the amount established in Section 920 of the DSSR at the time of enrollment. The allowance may be adjusted based on the school(s) selected, one-time costs, special needs, and other variables delineated in Section 274 of the DSSR. Travel may be authorized for one round trip annually to and from a school located in the United States for a full-time course for secondary education, i.e., a public or private school with grades 9-12, or equivalent, in lieu of an education allowance; undergraduate college education; or an accredited post-secondary vocational or technical education in accordance with Section 280 of the DSSR and the FTR.

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 two years. If your detail is extended beyond 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 (organization). 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 the detail for this overseas assignment, your place of residence for determining travel and transportation expenses upon your return is _____ (*city and state*) _____. Your place of residence for income tax and voting purposes is _____ (*the same or, if different, city and state*) _____. Your place of residence for determining transportation expenses for home leave is _____ (*city and state*) _____.

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 _____ (*organization*) _____ 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 (organization) 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 DOE Management Official	Date
_____	_____
Authorizing Travel/Transportation Official	Date
_____	_____
Human Resources Official	Date

Attachments:

Travel and Transportation Allowances
PCS Information Sheet
SF-50/52, *(title of applicable form)*

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.

APPENDIX D

Agreements with the International Energy Agency (IEA)/ Organisation for Economic Co-Operation and Development (OECD) (Click on the icon to open)



A:\Interagency
Agreement with IEA.r

Note: The above agreement was prepared by GC under a very short time frame and concurred in by IEA at that time; however, IEA did not want to use it in 2006, so IEA initiated the following agreement that DOE eventually concurred in after several rounds regarding language that was acceptable to both organizations.



Adobe Acrobat 7.0
Document

APPENDIX E

Letter of Consent for Transfers to International Organizations

(Name & title of principal contact)

(Name & address of international organization)

Dear _____:

I am pleased to confirm that the Department of Energy agrees to transfer (employee's name) to the (international organization) for (requested duration, not to exceed 5 years) beginning on (date) , or as soon thereafter as possible.

(Employee's name) will perform the following work while assigned to the (international organization) as a (position title) and will be paid at the rate of (denomination & amount) .

(Description of work taken from the vacancy announcement or offer letter to the employee)

In the event that the employee will be returning to the Department of Energy, please provide an evaluation of (employee's name) 's performance while assigned to your organization to assist us in placing (him/her) in an appropriate position.

If there are any questions, please contact (name) , who will serve as the principal contact at the Department, at (e-mail address and phone and fax numbers) . If there is another individual in your organization who will serve as your principal contact, please provide similar information so we may communicate directly with that individual.

Sincerely,

(Name)

(Title –Head of the Departmental Element)

(Organization)

cc: *(Employee's name)*

Servicing HR office

Administrative Officer, if applicable

APPENDIX F

U.S. Department of Energy Agreement to Transfer to an International Organization (Revised January 2007)

Introduction This is an employment agreement between the Department of Energy (DOE) and (employee's name) (hereinafter referred to as "you" or "your") for the purpose of specifying conditions under which you may return to DOE following your transfer assignment and may retain your benefits during your assignment.

Effective Date The effective date of this agreement is the same as the effective date of your termination on your SF-50, Notification of Personnel Action.

Assigned Position, Organization, and Duration You are being transferred as a _____ (title) to _____ (international organization) at the pay level of _____ for a period of _____ (duration).

Employment Rights In accordance with 5 CFR 352.311, you have the right to be reemployed within 30 days by DOE, or its successor agency, as a _____ (title, series, and grade of current position), or an equivalent position, upon completion of your assignment providing you apply to DOE, or its successor agency, within 90 days of your separation from the international organization.

In accordance with 5 CFR 352.314, for purposes of your reemployment and retained benefit rights: 1) you will be considered as having received all pay increases, including within-grade step increases, that you would have received had you not been on assignment; 2) you will be considered for all promotions as if you were not on assignment; and, 3) if your current position is reclassified during your assignment, your reemployment right will be to a position equivalent to the reclassified position.

The period of separation caused by your employment with the international organization and the period necessary to effect re-employment, if applicable, is deemed employment by the United States for the benefits that you have elected to retain.

Retained Benefits You have elected to retain the following benefits, if marked, while on your assignment.

- Retirement
- Health benefits (_____ (plan) _____)
- Life insurance
- Annual leave balance

Thrift Savings Plan (TSP) bulletin 00-13 dated May 9, 2000, states that you cannot participate in the Thrift Savings Plan (TSP) while you are employed by (international organization). However, Public Law 106-113, provides that you may make up missed TSP contributions after you are reemployed in the Federal service if you elected to retain

your retirement plan coverage while employed by the international organization and you have made all deposits required for such coverage.

You may change your benefits during open seasons & eligible life events. Any changes to your benefits will result in adjustments in the amount of the contributions made by DOE and in the amount that DOE bills you quarterly.

You agree to pay your portion of the premiums, which are based on the amount of pay you would have received had you remained at DOE in your current position, within 90 days of being billed quarterly by DOE. DOE will pay the employer portion of the benefits that you have elected to retain. If you did not elect to retain any benefits, you are still required to pay your portion of the FICA tax based on the pay you would have received. In accordance with 5 CFR 352.309, failure to make timely payment may result in termination of these benefits. Coverage so terminated may not apply again before you enter on duty in a pay status in an agency. Terminated benefits may be reinstated retroactively if, as to coverage under the appropriate Federal retirement system, the Office of Personnel Management determines that the failure to make a required current deposit was due to circumstances beyond your control and any required payments are deposited at the first opportunity.

You will retain coverage, rights, and benefits under the Federal employees' work injuries and accidental death provisions. However, if you or your dependants receive a payment, allowance, or gratuity from the international organization; payment under an insurance policy for which the premium is wholly paid by the international organization; or other benefit of any kind as a result of the same injury or death, the amount thereof is credited against your benefit.

In the event that you are not re-employed by the Federal government, you will not be eligible to retain the benefits that you retained while on assignment, including being able to retire at the end of your assignment.

You have the right to designate a beneficiary or beneficiaries to receive any unpaid compensation or retirement benefits in the event of your death. If a beneficiary is not designated, 5 U.S. 5528 provides for the distribution of funds in the following manner: first, to your widower; second, if you leave no widower, to your child or children in equal shares, with the share of any deceased child distributed among the descendants of that child; third, if none of the above, to your parents (or parent); and fourth, if none of the above, to your next of kin who may be entitled under the laws of the State in which you are domiciled at the time of your death.

Leave

You are not eligible to accrue leave of any kind during the period of your transfer assignment. If you retained an annual leave balance, you may request a lump-sum payment at any time; however, if you are re-employed, you must refund any lump-sum payment. Should you become re-employed by the Federal government, the employing agency will restore your sick leave account to the amount that existed at the time of transfer.

Certification

I hereby certify that I have read and understood the terms and conditions of this agreement. Any changes other than those required by applicable laws and regulations must be in writing by me or my representative or another authorized DOE official.

_____ Employee's Signature	_____ Date
_____ Authorizing DOE Management Official	_____ Date
_____ Human Resources Official	_____ Date

PRIVACY ACT STATEMENT

This agreement satisfies the requirements in 5 CFR 352.308 and 352.309 to document the above information. Signing this agreement is voluntary, but failure to sign this agreement will result in the Department withdrawing its consent to the transfer to the international organization making you ineligible to retain your benefits. The primary use of the information contained in this agreement is by applicable management officials and supporting administrative staffs, payroll and accounting staffs, and human resource staffs to approve and record the decision to permit the transfer and the employee's employment rights and election of benefits. 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/GOV'T General Personnel Records system.

Distribution:

- Original - Official Personnel File
- Copy - Payroll
- Departmental Element

APPENDIX G

Employee Transfer Letter

(Employee's name and address)

Dear Mr./Ms. (employee's name)

The (organization) authorized your transfer to (international organization) for (duration) years effective (date effective). This letter provides you with a summary of employee entitlements when transferred to an international organization. More details can be found in 5 CFR Part 352, Subpart C.

Employment Rights

You have the right to be reemployed within 30 days by DOE, or its successor agency, as a (title, series, and grade of current position), or an equivalent position, upon completion of your assignment providing you apply to DOE, or its successor agency, within 90 days of your separation from the international organization.

You will be considered as having received all pay increases, including within-grade step increases, that you would have received had you not been on assignment; all promotions as if you were not on assignment; and, if your current position is reclassified during your assignment, your reemployment right will be to a position equivalent to the reclassified position.

The period of separation caused by your employment with the international organization and the period necessary to effect re-employment, if applicable, is deemed employment by the United States for the benefits that you have elected to retain.

Benefits

You are entitled to retain coverage under your current Federal retirement plan, and to continue your participation in the Federal employees' health benefits and group life insurance programs. However, to retain these benefits you must pay the required employee contributions. If you elect to continue any of these benefits, you will be billed quarterly from the DOE payroll office for your portion of the premiums which are based on the amount of pay you would have received had you remained at DOE in your current position. If you did not elect to retain any benefits, you are still required to pay your portion of the FICA tax based on the pay you would have received.

Thrift Savings Plan (TSP) bulletin 00-13 dated May 9, 2000, states that you cannot participate in the Thrift Savings Plan (TSP) while you are employed by (international organization). However, Public Law 106-113, provides that you may make up missed TSP contribution after you are reemployed in the Federal service if you elected to retain your retirement plan coverage while employed by the international organization and you have made all deposits required for such coverage.

The Department will continue to make its contributions for the benefit(s) that you elect to retain as long as your payments are received by the DOE payroll office within 90 days of being billed. Failure to make timely

payment may result in termination of these benefits. Coverage so terminated may not apply again before you enter on duty in a pay status in an agency. Terminated benefits may be reinstated retroactively if, as to coverage under the appropriate Federal retirement system, the Office of Personnel Management determines that the failure to make a required current deposit was due to circumstances beyond your control and any required payments are deposited at the first opportunity.

If you are planning to retire within the next five years, you need to continue your participation in the Federal employees' health benefits program in order to continue this benefit into retirement.

You will retain coverage, rights, and benefits under the Federal employees' work injuries and accidental death provisions. However, if you or your dependants receive a payment, allowance, or gratuity from the international organization; payment under an insurance policy for which the premium is wholly paid by the international organization; or other benefit of any kind as a result of the same injury or death, the amount thereof is credited against your benefit.

In the event that you are not re-employed by the Federal government, you will not be eligible to retain the benefits that you retained while on assignment, including being able to retire at the end of your assignment.

You have the right to designate a beneficiary or beneficiaries to receive any unpaid compensation or retirement benefits in the event of your death. If a beneficiary is not designated, 5 U.S. 5528 provides for the distribution of funds in the following manner: first, to your widower; second, if you leave no widower, to your child or children in equal shares, with the share of any deceased child distributed among the descendants of that child; third, if none of the above, to your parents (or parent); and fourth, if none of the above, to your next of kin who may be entitled under the laws of the State in which you are domiciled at the time of your death.

Leave

You are not eligible to accrue leave of any kind during the period of your transfer assignment. If you retained an annual leave balance, you may request a lump-sum payment at any time; however, if you are re-employed, you must refund any lump-sum payment. Should you become re-employed by the Federal government, the employing agency will restore your sick leave account to the amount that existed at the time of transfer.

Please complete and return the enclosed benefits and leave election form before you exit the Department to go to the international organization. Should you have any questions, please contact (*your servicing personnel specialist*) at (*specialist's telephone number*).

Sincerely,

(*Team Leader*)

Enclosure

cc: Departmental Element

APPENDIX H

U.S. Department of Energy Service Agreement for a Permanent Overseas Position (Revised January 2007)

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 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 sections 220-229, 510-560, and 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 (increase over the Washington, DC living index), but is a flat annual rate based on your base pay and the number of family members eligible for the allowance. It is included in your biweekly paycheck. The current allowance for your duty location is \$ (*amount*) (____%). The percentage also 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 differential for your duty location is ____%.

____ Danger Pay. This is additional compensation for locations in which there exists conditions of civil insurrection, civil war, terrorism, or wartime conditions which threaten physical harm or imminent danger to the health or well-being of an employee in eligible locations for at least four (4) hours each day. It is expressed as a percentage of basic pay, included in your biweekly paycheck, and is subject to income tax. The amount of this incentive for your duty location is ____%.

Pay allowances are subject to change periodically. Information is available biweekly at <http://www.state.gov/m/a/als/>. Any 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 PCS Information Sheet. 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, including your household goods, for you and your immediate family, to and from your overseas location will be paid by DOE in accordance with the applicable sections of the FTR, DSSR, DOE 552.1, and DOE M 552.1-1 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 O 552.1. Per diem allowances for TDY travel will be based on those published by DOS in section 925 of the DSSR.

DOE will pay a home service transfer allowance for extraordinary, necessary, and reasonable expenses, not otherwise compensated for, when you return from your overseas assignment. Based on section 250 of the DSSR, the home service allowance is authorized for the following:

- 1) A lump sum miscellaneous expense portion to assist with certain extraordinary expenses (i.e., disconnecting and connecting appliances; cutting and fitting rugs and draperies moved from one residence to another; automobile registration).
- 2) An actual subsistence expense portion designed to help offset costs of meals, laundry and dry cleaning of clothes, and lodging while staying in temporary quarters.
- 3) A lease penalty expense portion to assist employees receiving the living quarters allowance to help offset the expense of unavoidable lease penalties for the early termination of a lease due to a transfer required by DOE.

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.

**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 PCS Information Sheet.

**Education
Allowance/Travel**

You are authorized an education allowance for an eligible child who will be enrolled in grades K-12 based on the amount established in section 920 of the DSSR at the time of enrollment. The allowance may be adjusted based on the school(s) selected, one-time costs, special needs, and other variables delineated in section 274 of the DSSR. Travel may be authorized for one round trip annually to and from a school located in the United States for a full-time course for secondary education, i.e., a public or private school with grades 9-12, or equivalent, in lieu of an education allowance; undergraduate college education; or an accredited post-secondary vocational or technical education in accordance with section 280 of the DSSR and the FTR.

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 upon your return and home leave is _____ (city and state). Your place of residence for income tax and voting purposes is _____ (city and state).

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:

- Checklist of Travel and Transportation Allowances authorized
- SF-50, "Notification of Personnel Action"
- PCS Information Sheet

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 authorizations 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.

**U.S. Department of Energy
Travel and Transportation Allowances**

The specific allowances that are authorized are marked:

- _____ 1. Travel by a contract carrier(s) from your residence to and from your overseas location for you and your eligible family member(s), regardless of whether they travel with you.
- _____ 2. Per diem in the amount of \$_____ per day while enroute to your overseas location. The per diem rate for returning to the United States will be determined at that time.
- _____ 3. Temporary quarters subsistence based on section 123.2 of the DSSR:
 - a. Up to 90 days for you and your family member(s) upon arriving at the overseas post.
 - b. Up to 30 days for you and your family member(s) preceding departure from the overseas post.
- _____ 4. Shipment of household goods up to _____ pounds and temporary storage of those goods at the overseas location up to 60 days until you are able to occupy your quarters.
- _____ 5. Non-temporary storage of household goods for the period that you are overseas up to _____ pounds (the amount, when combined with the amount that may be shipped, may not exceed 18,000 pounds; excess baggage carried on a plane may be claimed as a miscellaneous expense, which is limited to \$500 for one traveler or \$1,000 for a married couple).
- _____ 6. Shipment of one privately owned vehicle (POV) to and from the overseas location. In the event that you choose not to ship a vehicle to the overseas location and purchase one overseas, you will be authorized to ship your purchased vehicle back to the United States.
- _____ 7. Property management services for the rental of your existing residence in accordance with DOE-302-15.5 of DOE M 552.1-1 and to terminate upon expiration of this service agreement.
- _____ 8. One round trip travel to and from the United States for an eligible family member(s) to attend high school (in lieu of an education allowance) or an undergraduate college or university annually.
- _____ 9. Periodic travel to and from a kindergarten, elementary, or secondary school located overseas (see section 277.2c of the DSSR).
- _____ 10. Reimbursement for those miscellaneous expenses specified in FTR Chapter 302-3.1(b) that are associated with discontinuing residence at one location and establishing residence at a new location:
 - _____ a. The lesser of \$500 or the equivalent of 1 week's basic pay if unaccompanied.

- _____ b. The lesser of ~~\$700~~ 1,000 or the equivalent of 2 week's basic pay if an accompanied tour.
- _____ 11. Pre-departure subsistence expense for self and family, not to exceed 10 days, prior to departure to the overseas post (see section 242.3 of the DSSR).
- _____ 12. Home service transfer allowance (see section 250 of the DSSR), not to exceed 60 consecutive days (approved in 30-day increments), upon return to your U.S. duty station. An additional 60 days may be authorized when the program office determines that there is a compelling reason to continue the allowance. In order to receive this allowance, you are required to sign a separate certification (also referred to as a service agreement; see section 252.5(b) of the DSSR) that you will continue to be employed in the Federal Government for at least 12 months in the U.S. or other non-foreign area. You are not eligible for this allowance if you will be retiring upon your return.

APPENDIX I

Authorization for Medical Examination (DS-3069) (Click on the icon to open)



A:\Authorization for
Medical Examination I

APPENDIX J

Memorandum of Agreement Regarding the Department of State's Overseas Personal Services Agreement Authority (Click on the icon to open)



A:\MOA with DOS re
PSA Authority 5-03.p

APPENDIX K

IAEA Policy and Procedures Instruction on Cost-Free Experts (Click on the icon to open)



A:\IAEA - Cost-Free
Experts docs.pdf

APPENDIX L

IAEA Special Service Agreement for Cost-Free Experts (Click on the icon to open)



A:\IAEA svc
agreement re cost-fr

APPENDIX M

Benefits for DOE Employees Detailed to Iraq (Revised April, 2007; revisions are in red)

Introduction

This document addresses the types of pay, leave, and insurance benefits that are available to non-reimbursable detailees, along with information on administering the benefits. Unless specifically stated that **DOS or DOD** pays, all expenses are paid by the employee's organization. This guidance should be used as a checklist when negotiating reimbursable details.

Pay and Hours of Duty

1. **Salary** - DOE employees who are not transferred to **DOS or DOD** will continue to receive their same salary that they would receive had they not been on detail, which includes locality pay.
2. **Work Schedule** - Employees will be on a 5-day 8-hour schedule, but are expected to work 12-16 hours per day, depending on their work assignment, 6.5 - 7 days per week. Some employees have regular hours, such as 7AM to 9PM, while others work varying schedules in which they can work anytime day or night. Normally, 2 meal periods occur daily, which is non-compensable time. Also, see paragraph 5 regarding Sunday pay.
3. **Overtime** – Overtime may be either regularly scheduled or irregularly scheduled. To be regularly scheduled, the specific hour and day(s) must be known in advance of the administrative workweek in which it occurs. Because the work schedules vary daily among employees, Departmental elements will determine the appropriate form of compensation based on the employee's work assignment and reported time. DOE's policy is that the amount of overtime that occurs daily on a regular, recurring basis will be treated as regularly scheduled; any amount of overtime that fluctuates above that amount must be determined on a case-by-case basis.

Regularly scheduled overtime must be paid at the greater of 1.5 times the applicable locality pay rate for GS-10 step 1 or the employee's actual hourly rate and it is reported in the Automated Time Attendance and Production System (ATAAPS) as "OS". (Note: DFAS is paying the higher amount automatically.)

Irregularly scheduled overtime may be paid at the same rate as regularly scheduled overtime, compensated as compensatory time off, or a combination of both, depending on the grade of the employee (see the DOE Handbook on Overtime) or compensated as Administratively Uncontrollable Overtime (AUO) pay. DOE has authorized AUO pay in light of the known amount of irregular overtime per week and in consideration for program funding, since these funds may adversely impact organizations financially. If the employee is receiving

AUP pay, irregularly scheduled overtime up to the first 10 hours per week is coded in ATAAPS as “OA” and any additional hours are coded as “OU.” If the employee is not receiving AUO pay, all irregularly scheduled overtime is coded as “OU.”

AUO pay is paid based on the average hours worked per week over a reasonable period of time. Based on the work that was previously performed in Kuwait and what employees are being told during their orientation sessions, the average exceeds 9 hours per week significantly, so the maximum amount of 25% of base pay, including locality pay, is paid. A SF-50, Notice of Personnel, is needed to effect this pay in DFAS. The nature of action code (NOAC) is 818.

4. **Work at Night** - For regularly scheduled work performed during the hours of 6PM and 6AM, night differential is paid in addition to overtime pay and other applicable premiums. That differential is 10% of basic pay, i.e., locality pay or special salary rate. Employees are expected to work during daytime hours to the maximum extent possible to minimize these costs.
5. **Work on Sunday** - For regularly scheduled work performed on a Sunday, an employee is entitled to Sunday pay at the rate of 25% of basic pay, in addition to overtime and other applicable premiums. **To receive this entitlement, the employee’s tour of duty needs to be changed to Sunday through Thursday, unless the Sunday premium pay is rolled into the employee’s basic pay rate (the latter applies to the Power Administrations regarding negotiated pay rates).**
6. **Work on a Holiday** - For work performed on a holiday, an employee is entitled to holiday pay for up to 8 hours at the rate of 100% of basic pay, in addition to overtime and other applicable premiums.
7. **Danger Pay** – This benefit is paid when an employee has been in a country a minimum of 4 hours in a day at the following rates, which are a percentage of basic pay:

Kuwait & Jordan – 15% Iraq – 35% (increased effective March 5, 2006)

An SF-50 with a NOAC 946 should be prepared **for the initial and final departure trips showing the exact times for each country in the remarks section. Fax a copy of the SF-50s to the DOE payroll staff (attention Angie Wilson or Lorraine Moxley; fax no. 301- 903-1054). Notify the payroll staff by email at CSRhelpdesk@hq.doe.gov of any change that occurs between the initial travel and departure dates. The email should show the dates and times of arrival and departure for each country. The employee’s itinerary showing exact dates and times should come from the employee’s compensatory time for travel worksheet (a copy of the worksheet can be attached to the email).**

8. **Foreign Post Differential** - This is effective on the 43rd day, retroactive to the first day in a country, at the rate of 35% of basic pay (increased from 25% effective March 5, 2006). An SF-50 with a NOAC 943 should be prepared on the 43rd day and terminated **upon departure or when the employee has been out of the**

country for more than 30 days with the times of arrival and departure in the remarks section. Fax a copy of the SF-50s to the DOE payroll staff (attention Angie Wilson or Lorraine Moxley; fax no. 301- 903-1054).

9. **Waiver of the Bi-Weekly and Annual Pay Limitation** – The bi-weekly pay cap has been waived for all detailees. This means that an employee’s pay is subject to 2 annual pay limits: the annual aggregate limit, which is Executive Level I (currently \$183,500); and the premium pay limit, which is the greater of Executive Level V (currently \$133,900) or GS-15/10; special salary rates are capped at level IV (\$143,000). All earnings, including danger pay and foreign post differential, that are not paid due to the annual aggregate limit are deferred to the first pay period in the next year. Overtime, night differential, Sunday premium, holiday premium, and AUO pay are subject to the annual premium pay limit. All earnings that are not paid due to the annual premium pay limit are never paid. Basic pay is always paid. Earnings are projected each pay period to identify whether an employee is subject to either limit.

The Secretary has approved a waiver of the annual premium pay to \$212,100 for detailees to Iraq for calendar year 2007. This is retroactive to January 1, 2007.

Higher graded employees are encouraged to project when they expect to reach the cap before they decide to accept the employment offer to be detailed.

Organizations must provide the payroll staff a list of their employees who are being detailed so DFAS can manually override the payroll system to avoid the bi-weekly pay cap.

10. **Per Diem** – DOS and/or DOD provides meals, and lodging; DOE organizations are responsible for incidental expenses at \$2 per day (effective February 1, 2006; previously it was \$11 per day).
11. **Travel Expenses** – DOE organizations are responsible for providing airfare to and from the overseas assignment.
12. **Compensatory Time For Travel** – Employees must provide their information on a timely basis in accordance with their organization’s procedures. The employee’s travel itinerary is used to determine eligibility for danger pay and foreign post differential.
13. **Medical Services** – DOD provides local medical services or will medevac an employee out of the country to Washington, DC. Employees must be medically cleared by DOE and DOS prior to departure.
14. **Health Insurance** – Employees should have a non-HMO type plan in case they choose to be treated by a local physician or dentists at their own expense. Employees may change their plan prior to departure or while overseas.

15. **Life Insurance** – FEGLI coverage is maintained at the current level; however, an employee may increase the amount of coverage subject to a physical exam (which is done as part of the medical clearance process).
16. **Workers' Compensation** – Employees are covered by the existing workers' compensation program.
17. **Death Gratuity** – In the event that an employee is killed while on assignment, the employee's family or estate will receive a death gratuity of \$10,000.
18. **Regional Rest Breaks** – Employees are authorized one trip for every six-month period of assignment. Employees become eligible for the one trip after 90 days in country. Employees may select the location based on the amount of leave authorized; however, the maximum amount of the transportation cost that will be paid by DOE is the lowest fare to Frankfurt, Germany at the time the trip is scheduled. No lodging or per diem will be paid. **Employees are authorized up to 5 days of excused absence (administrative leave) and annual leave up to the maximum allowable time off by the employee's supervisor in Iraq consistent with Chief of Mission guidelines (currently 12 calendar days).**
19. **Home Visits** – **The primary purpose of these trips is for rest and relaxation in the United States (U.S.).** Employees are authorized a home visit periodically, e.g., one trip every 6 months in lieu of a regional rest break, in which annual leave, **home leave, if eligible, LWOP, or compensatory time is authorized by the employee's supervisor in Iraq consistent with DOE leave policies and Chief of Mission guidelines (currently a maximum of 21 calendar days including travel time).** Departmental elements may limit the number of home visits per year based on the availability of funds. **Travel time to and from the employee's home destination is not charged as leave.**
20. **Consultation Trips** – The primary purpose of these trips is to conduct **official** business in the U.S. They will be authorized and paid consistent with the agreements with **DOS** (for the Iraq Reconstruction Management Office (IRMO **or embassy**)) and **DOD** (Department of Army for the Project and Contracting Office (PCO)). **Employees are in a duty status to and from the US and during the consultation period(s).**
21. **Leave** – Employees may request annual leave or LWOP before or after their detail or while in transit to and from their overseas location, for a regional rest break or home visit, and in conjunction with a consultation trip. The amount of annual leave, LWOP, or compensatory time that will be authorized will be determined by the applicable supervisor while on detail **based on Chief of Mission guidelines for the maximum amount of days that an employee may be away from post or the employee's supervisor prior to departure or upon returning to DOE; however, the total amount of leave and excused absence for regional rest breaks, home visits, and consultation trips may not exceed 63 calendar days for the year of assignment. Unused annual leave should be restored since the war on terrorism is regarded as an exigency of public service. Home leave will be earned.** Employees may be authorized excused absence to make arrangements to depart,

e.g., to obtain a physical from a private physician for a medical clearance, or upon returning from overseas to resettle, e.g., to make arrangements to have utilities turned on, if that cannot be accomplished outside of normal work hours. (Note: employees are in a duty status while attending training at the Foreign Training Institute or other required training location prior to departure).

For questions concerning this information, contact Bruce Murray at bruce.murray@hq.doe.gov or (202) 586-3372 or the payroll staff at CSRhelpdesk@hq.doe.gov or 301-903-1054.

**INTERAGENCY AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF ENERGY
AND THE
ORGANISATION ON ECONOMIC CO-OPERATION AND DEVELOPMENT/
INTERNATIONAL ENERGY AGENCY**

1. **GENERAL**

The U.S. Department of Energy hereby enters into an agreement for the temporary detail of Lisa Hanle, SSN _____, Grade GS-11, from the U.S. Department of Energy to the Organisation on Economic Co-operation and Development/International Energy Agency. This assignment shall be made on a nonreimbursable basis in accordance with the provisions set forth herein.

2. **PURPOSE, SCOPE OF WORK, AND CONTROLS OF WORK**

The incumbent of this position serves as a Policy Consultant in the Energy and Environment Division, Office of Long Term Co-operation and Policy Analysis of the International Energy Agency (OECD/IEA) and is responsible for the following duties:

1. Undertake a six month study of upstream activities in the natural gas industry, evaluating how these activities contribute to greenhouse gas emissions in order to identify:
 - ◆ Emission reduction potentials in exploration, drilling, production and transportation
 - ◆ Technologies available to reduce emissions (from both the private sector and governments, and both at the present and over time); and
 - ◆ Policy options to promote the introduction of such technologies into the market.
2. Examine the opportunities and potential for greenhouse gas emission reductions through project-based mechanisms. Research key elements in the development of a reference case, or emission baseline, for emission-reducing activities in the natural gas sector.
3. Consider several case studies to include the examination of practices in the United States, Norway, Nigeria and India. Undertake discussions with the private sector, including representatives of the International Gas Union.
4. Upon completion of the project, the following will be delivered:
 - ◆ A paper to be presented to the IEA's Standing Committee on Long Term Cooperation (SLT), which includes membership from all IEA member countries,

- ◆ A presentation of results to the Annex I Experts Group, which provides support for the UN Framework Convention on Climate Change
 - ◆ A report to the DOE Office of Policy and International Affairs.
 - ◆ Submission of results to a peer-reviewed journal for publication.
5. Authority to supervise Ms. Hanle will be delegated to Mr. Jonathan Pershing, Head of the Energy and Environment Division, International Energy Agency.

2. **DURATION, EXTENSION, OR TERMINATION OF ASSIGNMENT**

This assignment is for 6 months beginning February 24, 2002. The period of assignment may be extended for a specific period of time with mutual consent of the parties to the agreement and detailee. This agreement may be terminated by mutual consent of both parties, with reasonable notice in writing by either party of its intention to terminate the assignment. In either case, the Department of Energy will prepare a modification to this initial agreement and forward it through appropriate channels for signature of both parties to the agreement.

3. **HOURS OF DUTY, LEAVE, PAY AND BENEFITS, AND PERFORMANCE APPRAISAL**

- a. The workweek and hours of duty will be determined by the International Energy Agency, subject to the Department's policy and applicable Federal regulations.
- b. The employee's time and attendance records will be maintained by the Department of Energy, Office of Policy and International Affairs. The employee will contact her supervisor on a bi-weekly basis to account for all time worked and leave expended. Absences will be documented by the bi-weekly submission of an SF-71 approved by the Deputy Assistant Secretary for Policy or her designate.
- c. The Department of Energy will retain Lisa Hanle on its payroll and will continue to provide salary and benefit by direct deposit. The detailee's coverage under the Federal retirement, group health, and group life insurance will continue during the period of this assignment, if applicable. Her share of costs for such coverage will continue to be withheld from her salary.
- d. The International Energy Agency will provide a living allowance of 1200 euros per month and will make direct payments to the landlord and utility companies for such expenses.
- e. Based on criteria which will be communicated to the detailee at the beginning of the assignment, upon request from the Department of Energy, the International

Energy Agency will prepare and forward an evaluation of the detailee's performance.

4. **ADMINISTRATIVE CONTACTS**

- a. The name, address, and phone number of the Department of Energy Personnel contact is:

Ms. Lametia Browne
U.S. Department of Energy
Office of Policy and International Affairs
PI-5, Room 7G-015
1000 Independence Ave. S.W.
Washington, D.C. 20585
(202) 586-8401

- b. The name, address, and phone number of the International Energy Agency Personnel contact is:

Ms. Beth Hunter
Organisation for Economic Co-operation and Development/ International
Energy Agency
9, Rue De La Federation
75739 Paris Cedex 15
33-1-4057-6527

5. **OTHER ADMINISTRATIVE ISSUES**

- a. The International Energy Agency will provide appropriate office space and support for the detailee to include commercial and security communications access, classified materials storage, clerical support, office equipment and supplies.
- b. Responsibility for the detailee's career development and promotion will remain with the Department of Energy. Although not anticipated during the detailee's assignment, any training germane to the detailee's career development will be recommended and funded by the Department of Energy, subject to approval by the International Energy Agency.
- c. The Department of Energy will be responsible for all temporary lodging costs (i.e. hotel) incurred by the detailee pursuant to securing temporary housing for the duration of the 6 month detail.

6. **RULES, REGULATIONS, AND POLICIES**

- a. The detailee is subject to Federal conflict of interest statutes, the standards of ethical conduct for executive branch employees, including those regulations that apply to Department of Energy employees, and the Hatch Act limitations on political activities, as well as applicable state and local statutory and regulatory provisions.
- b. The Federal tort claims statutes and any other Federal tort liability statute shall apply to the detailee.
- c. The rules and policies that govern the internal operations and management of the Department of State are applicable to the detailee.
- d. Travel, transportation, and related allowances will be authorized in accordance with the Federal Travel Regulations.

7. **APPROVAL**

Vicky A. Bailey
Assistant Secretary
Office of Policy and International Affairs

Date

Jonathan Pershing
Head of Energy and Environment Division
International Energy Agency

Date



Department of Energy
Washington, DC 20585

MEMORANDUM OF AGREEMENT

ON ARRANGEMENTS FOR A POSTING TO THE OECD

OF Dr. Audrey Lee FROM U.S. DEPARTMENT OF ENERGY (USDOE)

The following are the agreed terms governing the posting (i.e. detail) of Dr. Audrey Lee by the U.S. Department of Energy (USDOE) to support the Economic Analysis Division of the International Energy Agency (IEA) housed in the Organisation for Economic Cooperation and Development (OECD). The USDOE and the OECD (the Parties) agree that Dr Lee will contribute to the IEA's upcoming publication, World Energy Outlook 2007, which will study the impact of China and India on world energy demand as agreed between the USDOE and the International Energy Agency

1. The initial appointment period for this posting is 7 months. The detail will begin on Sunday, February 4, 2007 and will end on Monday, September 3, 2007. The period of assignment may be extended with mutual consent of both parties to the agreement and Dr. Lee. This agreement may be terminated by mutual consent of both parties, with reasonable notice in writing by either party of its intention to terminate the assignment.

2. Dr. Lee shall remain subject to the Staff Regulations of the USDOE. She shall carry out her daily tasks under the authority of the OECD. In particular, she shall respect Regulations 3 and 4 of the Regulations, Rules and Instructions for Experts and Consultants of the Organisation, as amended from time to time (see current version in Annex), while at the same time honouring her obligations as a staff member of the USDOE. In particular, DOE employees remain subject to the Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR Part 2635), as well as other laws and regulations applicable to Federal employees, including, but not limited to, representation as attorney or agent for another person (18 U.S.C. 203 and 205), political activity (Hatch Act, U.S.C. 7321-2326), financial conflicts of interest (18 U.S.C. 208), post-employment restrictions (18 U.S.C. 207) and salary supplementation provisions (18 U.S.C. 209). Also, the Federal Tort Claim Statutes and any other Federal Tort liability statute shall apply. In the event of conflict, the institutions shall consult each other on possible solutions. USDOE disciplinary rules shall be applicable if warranted.

3. Dr. Lee shall receive her salary, indemnities, allowances, etc. from the USDOE in accordance with the USDOE's Staff Regulations. The OECD/IEA has agreed to cover the travel costs to and from Paris. The OECD/IEA shall pay all costs related to the performance of her duties (travel and per diem related to the posting). In order to contribute to Dr. Lee's living expenses in Paris, the OECD/IEA has agreed to pay 2000€/ month to the USDOE, on condition that the USDOE then pay this amount to Dr. Audrey Lee. The USDOE shall pay for all temporary lodging costs (i.e. hotel) incurred by Dr. Lee pursuant to securing temporary housing for the duration of the 7-month posting.

4. Dr. Lee will not be considered as an official of the OECD, and under the Convention and Protocols of OECD, will not benefit from an exemption from taxation on salary, indemnities, allowances, etc. paid to her by the USDOE.



5. The OECD will not assume personal insurance coverage for Dr. Lee or her family members during her assignment at OECD/IEA. Dr. Lee will continue to receive Federal Retirement, group health benefits, and life insurance from the USDOE. Dr. Lee's share of costs for such coverage will continue to be withheld from her salary.
6. The OECD/IEA shall, on completion of the posting, supply the USDOE with a report assessing the work of Dr. Lee for the purpose of satisfying USDOE system of annual performance ratings.
7. Statutory holidays observed in the OECD shall be observed by USDOE; however, Dr. Lee shall not be entitled to holiday pay or overtime for work performed on local holidays. Entitlement to all other leave shall be determined by the rules of the USDOE. Dr. Lee will continue to accrue annual and sick leave in accordance with regulations governing DOE employees; all leave shall be approved by the supervisor designated for the period of the posting. Dr. Lee will advise the USDOE timekeeper on any leave taken and will fax or e-mail time and attendance worksheets initialled by the designated supervisor. The OECD/IEA undertakes to keep a note of Ms. Lee's leave and absences.
8. Hours of work shall be those agreed between Dr. Lee and the OECD on a full-time employment basis. The supervisor designated for the period of the posting shall approve the accrual of scheduled overtime and compensatory time consistent with USDOE regulations, guidelines, and procedures. For accrual of irregularly scheduled overtime and compensatory time, OECD/IEA supervisor will notify Ms. Browne, PI/DOE administrative contact.
9. Performance objectives and expectations shall be agreed between Dr. Lee and the OECD/IEA. Where these expectations are not met and poor performance cannot be corrected by discussion between Ms. Lee and the OECD/IEA, the OECD/IEA shall discuss the performance issues with the USDOE.
10. Dr. Lee shall return to the USDOE on completion of her service in the OECD/IEA. The OECD shall make no offer of permanent employment to her without prior consultation of the USDOE.
11. Any party may request the early termination of the posting and ask that the necessary measures be taken for the return of Dr. Lee. The decision to terminate the posting shall be made with the agreement of the parties. Where possible, reasonable notice shall be given by the initiating party.
12. Any matters not covered in this memorandum shall be resolved by mutual consultation of the parties.

OECD/IEA Administrative Contact:

Ms. Beth Hunter, Head of Personnel and Finance
 Division Organisation for Economic Co-operation and
 Development/International Energy Agency
 (33-1) 40 57 65 25

USDOE Administrative Contact:

Ms. Lametia Browne, Human Resource Analyst
 Office of Resource Management
 Office of Policy and International Affairs (PI)
 (202) 586-8401 (fax) 202-586-0863



Dr. Carmen Difiglio, Head of Human Resource
 Management
 Organisation of Economic Co-operation
 and Development

C Difiglio

Dr. Carmen Difiglio, Deputy Assistant Secretary for
 Policy Analysis
 U.S. Department of Energy
 Office of Policy and International Affairs

Signature:

Date:

Signature:

Date:

Ms. Audrey H *7/3/2007*

2/1/07

ANNEX

Extract from the Regulations, Rules and Instructions for Experts and Consultants of the OECD.

REGULATION 1

- a) These Regulations shall apply to Council experts and consultants of the Organisation.
- b) There shall be no discrimination in favour of or against any Council expert and consultant on grounds of race, creed or sex.

REGULATION 2

- a) Council experts are those persons so appointed for a specified period of time by, or in pursuance of, a Resolution of the Council; they are responsible to the Council for the performance of their tasks.
- b) Consultants are those persons so appointed by the Secretary-General pursuant to Article 11/1 of the Convention on the Organisation for Economic Co-operation and Development, but not to a post appearing in the schedule of established posts of the Organisation, to serve the Organisation on a temporary basis or at intervals. They are appointed by letter, subject to their possessing the necessary degree of physical fitness, for a period not exceeding one year, and their appointments shall be renewable. Consultants are subject to the authority of the Secretary-General and responsible to him alone for the performance of their tasks.

REGULATION 3

- a) Council experts and consultants shall neither seek nor accept instructions, with respect to the performance of their tasks, from any of the Members of the Organisation or from any Government or authority external to the Organisation.
- b) Council experts and consultants shall perform their tasks and regulate their conduct bearing always in mind the interests of the Organisation.
- c) Council experts and consultants shall be entitled to exercise the right to organise, and in particular to be members of trade unions and staff bodies.

REGULATION 4

- a) Council experts and consultants shall observe complete discretion with regard to all matters relating to the activities of the Organisation. Unless authorised to do so by the Secretary-General, they shall not disclose any unpublished information acquired by them in the course of the performance of their tasks. These obligations shall continue after the termination of their appointment.
- b) All rights, including titles, copyright and patent rights in any work produced by Council experts or consultants as part of their official duties shall be vested in or assigned to the Organisation, unless such rights are waived by the Secretary-General in favour of the Council expert or consultant concerned.

REGULATION 5

- a) Council experts shall be accorded the privileges and immunities to which they are entitled pursuant to Supplementary Protocol No 2 to the Convention on the Organisation for Economic Co-operation and Development of 14th December 1960.
- b) The Secretary-General, when he considers that it is in the interest of the Organisation, may decide that a consultant, while performing the tasks for which he is appointed, shall benefit from the privileges and immunities to which he may be entitled pursuant to Supplementary Protocol No 2 to the Convention on the Organisation for Economic Co-operation and Development of 14th December 1960.

REGULATION 9

- a) During the time spent on official duty at a place other than that where he normally resides or, if he receives a residence allowance at a place other than that to which he is assigned, a Council expert or consultant may be granted a subsistence allowance, payable in advance, as determined by the Secretary-General with the approval of the Council.
- b) The subsistence allowance shall not be payable in respect of any time spent traveling in excess of that necessary by the most expeditious route.
- c) The subsistence allowance may, at the discretion of the Secretary-General, be paid in respect of the time during which a Council expert or consultant is prevented, through sickness, accident or other circumstances beyond his control, from performing his tasks or from returning to the place where he normally resides or to which he is assigned.

REGULATION 12

Where a Council expert or consultant is put at the disposal of the Organisation by another employer, the Secretary-General may make special arrangements concerning the payment of fees and allowances. Such arrangements shall be specified in the terms of appointment.

REGULATION 13

- a) Subject to the conditions stated in this Regulation and in Rules determined by the Secretary-General with the approval of the Council, Council experts and consultants shall be entitled to the reimbursement of travel and incidental expenses incurred while on official duty.

REGULATION 14

- a) The hours of work of consultants shall be determined by the Secretary-General.
- b) The public holidays to which Council experts and consultants shall be entitled shall be determined in accordance with local practice.

REGULATION 15

The Secretary-General may dismiss without notice any consultant guilty of serious misconduct in the course of duty or otherwise, or of knowingly making false statements in his application for employment by the Organisation.

REGULATION 18

- a) These Regulations may be amended by the Council, which shall pay due regard to the rights vested in Council experts and consultants at the time of the amendment.
- b) These Regulations shall come into force on 30 September 1961.



AUTHORIZATION FOR MEDICAL EXAMINATION

Authorization is granted to render to the named person below, the medical examination for:

NAME (Last, First, MI)		DATE OF BIRTH
EMPLOYEE NAME (Last, First, MI)	EMPLOYEE SSN	EMPLOYEE AGENCY

1. EXAMINING FACILITY TO BE USED

To obtain the medical examination, the applicant or employee and his/her eligible dependents may utilize a U.S. Government Medical Facility (if available) or the services of a private physician.

2. REIMBURSEMENT/VOUCHER INSTRUCTIONS

When the examination is performed by the U.S. Government Medical Facility, when possible, payment will be handled as a direct reimbursement between agencies. A voucher should be mailed to the Claims Section, Office of Medical Services, Room H230, SA-1, U.S. Department of State, 2401 E Street, NW, Washington, DC 20522-0102.

When the examination is performed by a private physician, the U.S. Department of State will pay the usual, customary and reasonable charge for such service. The physician may bill the U.S. Department of State directly, or the applicant or employee may claim reimbursement for expenses paid. In either case, an itemized billing and a copy of this authorization should be mailed to the Claims Section, Office of Medical Services, Room H230, SA-1, U.S. Department of State, 2401 E Street, NW, Washington, DC 20522-0102.

3. TRAVEL EXPENSES

Payment of travel expenses (transportation and per diem), for this purpose is **not authorized**.

4. DISPOSITION OF REPORTS

All reports submitted must be in the English and identified with the full name and date of birth of the examinee. All reports should be placed in a sealed envelope and marked, "Privileged Medical Information." If overseas, the report should be returned to the Embassy. If in the U.S., the report should be addressed to Medical Clearance Section, Room L209, SA-1, U.S. Department of State, 2401 E Street, NW, Washington, DC 20522-0102.

Authorizing Officer _____

Agency Accounting Date _____

SUPPLEMENTAL INSTRUCTIONS
THE MEDICAL HISTORY AND EXAMINATION FORM FOR FOREIGN SERVICE (DS-1843)

FOR HIV TESTING
PERSONS AGE 12 AND OVER

HIV TESTING

The ELISA test for antibodies to the Human Immunodeficiency Virus (HIV) is required as part of the physical examination of those age 12 and over. All examinees should be informed that the test is being done. Medical confidentiality is of paramount importance. The medical record and information contained therein of all Office of Medical Services' patients is only available to health care providers with direct responsibility for the care of an individual. The record is not released to outside medical or non-medical authorities unless the patient requests release of information.

MEDICAL EXAMINATIONS PERFORMED OUTSIDE OF THE UNITED STATES

For physical examinations performed outside of the United States, a 5cc serum sample vial with sodium azide as a preservative should be forwarded to the Embassy requesting the test. The tube should be labeled with the name of the examinee, date of birth of the examinee, date collected, the employee agency, and the name of the requesting Embassy (i.e. Dakar).

MEDICAL EXAMINATIONS PERFORMED IN THE UNITED STATES

For physical examinations performed in the United States the ELISA may be done at the laboratory of the examining physician's choice, or a serum sample can be submitted to the Office of Medical Services (M/DGHR/MED) Laboratory. The M/DGHR/MED Medical Laboratory will provide on request a kit containing a vial with Gentamycin as a preservative and instructions for sample preparation. The tube should be labeled with the name of the examinee, date of birth of the examinee, date collected, and the employee's agency. If the initial ELISA is reactive, a repeat ELISA on the same blood sample must be performed. If the repeat ELISA is positive, a Western BLOT Test is performed for confirmation. If the Western Blot test is positive, a second blood specimen must be submitted to the Clinical Laboratory, Office of Medical Services, Room L219, SA-1, U.S. Department of State, 2401 E Street, NW, Washington, DC 20522-0102, via registered mail, which will be used to confirm prior results.

Informing an **applicant** examinee or their dependents of a confirmed positive result and provision of initial counseling (implications of this infection and precautions) will be the responsibility of the examining physician. Informing an **employee** or their dependents of a confirmed positive result and provision of the initial counseling will be the responsibility of the U.S. Department of State Medical Personnel.

Memorandum of Agreement Regarding the Department of State's Overseas Personal Services Agreement Authority

I. Purpose

This Memorandum of Agreement between the Department of State (DOS) and the Department of Energy (the "Participating Agency"), sets forth the terms and conditions under which the Department of State will exercise the authority contained in 22 USC 2669(n), hereinafter referred to as Personal Services Agreement (PSA) authority, on behalf of the Participating Agency.

II. Applicability and Definitions

This agreement applies to Locally Employed Staff (LES) and Family Members (FMs) recruited locally by the Participating Agency and under Chief of Mission authority.

LES is the general term used for Foreign Service Nationals and Locally Employed AMCITs employed by a U.S. Government agency, which is under a Chief of Mission's authority, and compensated under Section 408 of the Foreign Service Act of 1980.

A Locally Employed AMCIT is a U.S. citizen who is a legal resident and has a work permit in the host country, and is employed under a direct-hire appointment, a personal services contract, or a personal services agreement at a Foreign Service post abroad by a U.S. Government agency, which is under a Chief of Mission's authority, and is compensated under Section 408 of the Foreign Service Act of 1980.

A Family Member is the U.S. citizen or foreign national spouse and/or dependents listed on the official post assignment travel orders of a U.S. citizen civil, foreign or uniform service's member, who is assigned for a tour of duty abroad at a Foreign Service post with an agency that is under Chief of Mission authority.

The "Chief of Mission" is the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad, which is designated by the Secretary of State as diplomatic in nature. This includes any individual assigned under Section 502(c) of the Foreign Service Act of 1980, as amended, to be temporarily in charge of such a mission or office. (Sec. 102(3) of the Foreign Service Act of 1980, as amended.)

This authority may not be used to employ individuals to fill positions assigned cashier functions [unless approved by the Department of Treasury and appropriate Treasury documentation is submitted to the Department of State's Office of Overseas Employment (HR/OE/HRM) for review] or to fill positions with contracting authority or for any position assigned responsibilities requiring signatory authority, e.g., certification of vouchers, position classification, personnel actions, etc.

III. Conditions and Responsibilities

- (a) The Participating Agency acknowledges and agrees that:
 - (1) the Chief of Mission has the responsibility to determine the size, composition, and mandate of USG staffing at overseas diplomatic missions and to direct the establishment and implementation of uniform human resource management policies, procedures, and practices to the maximum extent possible;
 - (2) no changes to the Participating Agency position complement and composition at post may be made without Chief of Mission approval, including positions filled through the PSA authority;
 - (3) individuals it hires pursuant to the PSA authority are the employees of the Participating Agency and not employees of the DOS;
 - (4) it bears the responsibility for all aspects of recruitment and the employment relationship, including financial obligations, such as salary and benefits, severance, workers' compensation, and any other employer-related costs, including litigation, that may arise;
 - (5) the governing regulations for individuals hired pursuant to this agreement are the DOS Foreign Affairs Personnel Manuals (3 FAM 7000, 8000, 3 FAH-1, 2), and other DOS policies, procedures, regulations, and guidance as these may evolve over time, used in the manage of LES and FM;
 - (6) the Office of Human Resources Management/OMBE in the headquarters of the Participating Agency is the designated office with the authority and responsibility to coordinate and manage this PSA authority with the Department of State. Said office has the authority and responsibility to assign responsibilities for PSA employment authority, including exercising signatory authority for implementing Personal Services Agreement Actions (JF-62As), to its agency representatives or the DOS Human Resources Officers at posts abroad. The

Participating Agency point of contact in headquarters is designated in attachment A; and,

(7) instructions from the agency's representative at post will be taken by DOS as full authority to act on behalf of the agency, including, without limitation, any actions with respect to hiring, terminating, promoting, etc. DOS will not be responsible for any actions that are taken on behalf of the Participating Agency based on the instructions provided by the Participating Agency representative at post.

(b) The DOS:

(1) Will enter into personal services agreements with individuals to perform services in support of the Participating Agency at posts abroad;

(2) has the responsibility to develop, coordinate, and administer the policies, regulations, and procedures governing overseas human resources management systems for LES and FM. It will monitor posts' administration of these systems and provide policy interpretation and procedural guidance on the management of overseas human resources, and,

(3) agrees to consult with the Participating Agency regarding changes to relevant regulations affecting positions covered under this agreement.

IV. Effective Date

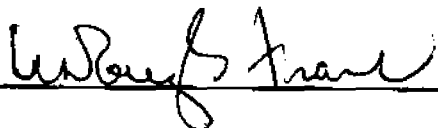
This agreement is effective upon the date of signing by both parties and shall remain in effect indefinitely.

V. Termination of Agreement

Either party may terminate this agreement with one year's **written notice to the other party**. However, termination of this agreement will not affect the terms and conditions, including financial obligations, of Personal Services Agreements executed pursuant to this **MOA** prior to said termination. The Department of State will incur no liability for termination of this agreement.

VI. Approving Officials

For the Department of State:



W. Douglas Frank

Director, Office of Overseas Employment

Department of State

Date: 5/23/03

For the Participating Agency:



Claudia A. Cross

Director of Human Resources

Management/OMBE

Department of Energy

Date: 5-22-03



Michael C. Kane

Deputy Associate Administrator

For Management & Administration/NNSA

Department of Energy

Date: 5/22/2003

**Attachment A to Memorandum of Agreement
Regarding the Department of State's
Overseas Personal Services Agreement Authority
Between the Department and the Department of Energy**

Pursuant to III.(a)(6) of covering MOA, the point of contact in Headquarters is:

Stephen G. Perin
Director, Office of Human Resources Policy and Planning
Office of Human Resources Management/OMBE
(202) 586-8503
(202) 586-8528
Steve.Perin@hq.doe.gov



INTERNATIONAL ATOMIC ENERGY AGENCY

WAGRAMER STRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA

TELEPHONE: (+43 1) 2600. FACSIMILE: (+43 1) 26007.

E-MAIL: Official.Mail@iaea.org, INTERNET: <http://www.iaea.org>

Message No:

Page 1 of 7 total pages

In case of incomplete transmission, please call +43 1 2600 ext 21029
Division of Personnel

Addressee(s):

Mr. Jim WARDEN
State Government
Washington DC
USA
+1-202-7364336

External Information Copies:

File Reference (Please quote in return correspondence):

Subject: Agency policies and procedures applicable to the employment of Cost-Free Experts

Dear Mr. Warden,

Reference is made to your recent telephone conversation with Ms. Murielle Mrabit.

As requested, we are pleased to send you herewith policies and procedures applicable to the employment of Cost-Free Experts in connection with the possible employment of Ms. Patricia Bryant in such a capacity.

Please do not hesitate to contact Ms. Mrabit or myself for any question you may have on that subject.

Catherine Monzel

Head

Recruitment and Staff Development Section - Division of Personnel

COST-FREE EXPERTS

Cost-free Experts (CFEs) are persons provided by donor States or institutions at no or only partial cost to the Agency to perform specific tasks for which no resources are available within the Secretariat. CFEs shall not be engaged in a managerial, supervisory, representative, policy formulating or decision making capacity or for functions that may lead to a collusion between the CFE and the donor State or institution, or that may lead to a conflict of interest between the Agency and the donor State or institution.

CFEs may be provided by donors under any of the following arrangements:

- (a) The CFE is paid by the Agency in accordance with his/her terms of appointment and the donor reimburses the Agency for all costs incurred, with the exception of those relating to any travel on official business that may become necessary (Type A);
- (b) The CFE is paid directly by the donor and there are no financial obligations by the Agency vis-à-vis the CFE or the donor, with the exception of any travel costs that may arise for travel on official business (Type B);
- (c) The costs of employment of the CFE are shared between the Agency and the donor in such a way that the Agency pays the CFE the benefits mutually agreed upon, while the donor continues to provide to the CFE any other benefits to which he/she may be entitled under the arrangement with the donor (Type C).

The CFEs/Type A, referred to in para. 7 (a) above, will be appointed as staff members with fixed-term contracts. They will be given all the benefits and entitlements accruing under the Provisional Staff Regulations and the Staff Rules unless specified otherwise in their letters of appointment, as indicated below. They will be accorded a grade level to be determined on the basis of their anticipated level of responsibilities and duties in the Agency, as well as their qualifications. Their letters of appointment shall include all the elements listed in Staff Regulation 3.05 and, in addition, contain the following special conditions:

- (a) The appointment does not carry any expectation of or right to extension, renewal or conversion to any other type of appointment. It is funded through extra budgetary resources and may, subject to the relevant Staff Regulations, be terminated prior to its expiry date if the necessary extra budgetary funds are not available;
- (b) Any national income tax levied on the CFE's income from the Agency shall only be reimbursable by the Agency if such reimbursement is explicitly covered in the agreement between the Agency and the donor;
- (c) If the CFE is authorized to continue participation in a national governmental pension insurance scheme or that of his/her previous employer and the Agency has agreed to contribute towards this plan, the CFE shall be expressly excluded from participation in the United Nations Joint Staff Pension Fund (UNJSPF).

The CFEs/Type B and Type C, referred to in paras 7(b) and 7(c) above, will be engaged in accordance with the specimen Special Service Agreement (SSA) set out in Annex I to this Section, with the following special condition:

The CFE will receive his/her emoluments and any other compensation or benefits to which he/she is entitled from the donor. He/she shall, therefore, receive from the Agency no remuneration or only partial remuneration in the amount set out in his/her SSA.

CFEs/Types B and C may be granted annual and sick leave under the same conditions as CFEs/Type A if the agreement concluded between the Agency and the donor so provides.

CFEs may be granted the status of an "Official" in accordance with Article XV of the Headquarters Agreement and Article VI of the Agreement on the Privileges and Immunities of the Agency, as determined by the Agency.

Requests for the provision of CFEs shall be communicated by Department Heads to the donors concerned with a task definition, a description of the expertise required and an outline of the terms and conditions under which the provision of a CFE would be acceptable to the Agency. Questions relating to the status and conditions of employment of CFEs that may arise shall be referred to the Division of Personnel (MTPR) before an agreement is reached

with the donor or the CFE. Likewise, consultations on any financial questions shall be held with the Division of Budget and Finance (MTBF) before the conclusion of an agreement.

Once an agreement has been reached between the Department and the donor, the Department Head shall refer the proposal for the appointment of the CFE, with detailed information as required by DIR-MTPR, to MTBF for collecting the donor's contribution and to MTPR for recruitment action. The agreement shall normally allow for at least one month between the date of the agreement and the planned entry-on-duty date, to enable MTBF and MTPR to make the necessary administrative arrangements. MTBF shall clear the proposal upon arrival of sufficient funds, or authorize transfer of funds from other sources. Funds shall be considered sufficient if they cover at least three months of the initial salary and common staff costs for the CFE in question. Exceptions will require the approval of DIR-MTBF. MTPR will review the proposal for compliance with the established policies, obtain the necessary authorization and take the required recruitment action. The authority to decide on the appointment, extension and promotion of CFEs at the levels of P-1 to P-5 for a total period not exceeding one year has been delegated to DDG-MT, in consultation with the Deputy Director General (DDG) concerned.

The same procedure as outlined in paras 11 and 12 above shall be followed in case of an extension of the period of service of the CFE.

The employment of a CFE shall be limited to the period for which funds have been committed by the donor and, in any event, shall normally not exceed three years. The employment of a CFE shall not require the provision of additional support staff by the Agency unless the donor is prepared to absorb the cost.



TERMS AND CONDITIONS FOR THE ACCEPTANCE BY THE AGENCY OF COST-FREE EXPERTS

INTRODUCTION

1. Because of budgetary constraints the Agency depends, for a number of tasks, on extra-budgetary resources. One important scheme for obtaining personnel outside the regular budget is the Cost-free Expert (CFE) scheme. CFEs are persons provided by donor States or institutions at no or only partial cost to the Agency to perform functions similar to those regularly performed by staff members and for which no resources are available within the Secretariat.
2. The purpose of this note is to outline the terms and conditions under which offers for CFEs will be accepted by the Agency.

TYPES OF CFE

3. The Agency offers three different types of arrangements for CFEs:
 - Type A The donor reimburses the Agency fully for all costs incurred and the CFE is engaged by the Agency under a special fixed-term contract and paid the salary, benefits and entitlements of a regular staff member.
 - Type B There are no financial obligations for the Agency *vis-à-vis* the CFE or the donor, with the exception of travel costs that may arise for travel on official business on behalf of the Agency; and the CFE is engaged by the Agency under a special service agreement and receives his/her salary, benefits and entitlements from the donor.
 - Type C This is a modification of the type B arrangement above, whereby the cost of employment of the CFE is shared between the Agency and the donor. The Agency's obligation is usually limited to a daily subsistence allowance, and the donor provides to the CFE the salary and any other benefits and entitlements to which he/she may be entitled by virtue of his/her national employment contract.
4. It is normally the donor's choice to determine which of the above arrangements is to be utilized. However, if the CFE is to be engaged in the Department of Safeguards, and if his/her work requires him/her to have access to information classified "Safeguards Confidential", he/she can only be employed under a type "A" arrangement, in view of the provisions of INFCIRC/66/Rev.2, and INFCIRC/153 governing the protection and non-disclosure of information obtained in the implementation of safeguards agreements.

CONDITIONS OF EMPLOYMENT

5. The most common type of arrangement is A, under which the status of the CFE is assimilated to that of a regular staff member. He/she will be accorded a grade level, in the salary scales for staff in the Professional and higher categories, which is commensurate with his/her qualifications and the duties and responsibilities he/she is expected to perform for the Agency. The starting salary is normally the salary in step 1 of the relevant scale for the grade. An outline of other benefits which may be applicable is available upon request from the Division of Personnel (MTPR). Since the employment of a CFE is always for a limited duration, CFEs are advised to make arrangements for the extension of their national or private pension and health insurance coverage during their work for the Agency. However, upon request, coverage may be provided by the Agency in the UN Joint Staff Pension Fund (vesting period is five years) and the Agency medical insurance plans. If taxes are levied on the CFE's income paid to him/her through the Agency, he/she will be reimbursed for them only if the donor makes a commitment to reimburse the Agency in turn.

Responsible office: MTPR

6.¹ For type B and C arrangements, the Agency expects the donor to pay the CFE his/her salary and any other benefits and entitlements directly, unless agreed upon otherwise, and to provide for pension and health insurance coverage. If need be, the Agency could provide health insurance coverage through a local insurance company at the expense of the CFE or the donor. If the donor agrees to provide for a leave entitlement, two and a half days of annual leave and two days of sick leave, will be granted for each month of service with the Agency. Accrued leave is not commutable.

7. Employment as a CFE, regardless of the type of arrangement, does not carry any expectation of renewal, extension or conversion into any other type of contract with the Agency. It is strictly limited to the period agreed upon with the donor and for which the necessary funds have been provided.

STATUS OF CFES

8. Type A CFES are considered to be "officials" of the Agency, and type B and C CFES may be so considered as determined by the Agency, in accordance with Article XV of the Headquarters Agreements between the Republic of Austria and the Agency and Article VI of the Agreement of the Privileges and Immunities of the Agency.

9. During their employment with the Agency, CFES are under the authority of the Director General and they shall neither seek nor accept instructions from any Government or from any authority external to the Agency. They must not engage in any activity which is incompatible with their status as employees of the Agency or the proper performance of their duties for the Agency.

FINANCIAL ARRANGEMENTS

10. Donors are required to make a written commitment that they will cover all costs associated with the type of arrangement selected, as shown in para. 3 above. Before a contract offer can be given, sufficient funds in cash have to be made available by the donor, to meet the Agency's obligation towards the employment contract in question.

11. Suitable financial arrangements will be made by the Agency's Division of Budget and Finance (MTBF) with the donor, to secure the funding of CFE contracts throughout their duration. Donors should contact MTBF early on to settle any financial questions in this connection. When scheduling a CFE's entry on duty date, sufficient time should be allowed, i.e. at least one month from the date of the financial agreement with the donor, to enable the Agency to make the necessary administrative arrangements.

12. If, under a type A arrangement, the donors, in spite of their earlier commitment, fail to provide the necessary funds, the Agency will terminate the contract with the CFE and charge the donor all termination costs.

13. If, at the expiration of contract of a CFE, engaged under a type A arrangement, the CFE is offered a regular fixed-term contract by the Agency, the donor will be charged the cost of the accrued liability for commutation of accrued annual leave and for repatriation grant but not for separation travel and removal of household effects.

14. If a regular staff member, at the expiration of his/her contract, is offered a CFE contract by a donor, the donor will be charged with the cost of separation travel and removal of household effects but not for the accrued liability for commutation of accrued annual leave and for repatriation grant under the regular contract.

¹ Effective 11 December 1991.

RECRUITMENT PROCEDURE

15. The Department of the Agency which wants to engage a CFE, will approach the potential donor with a task definition and a description of the expertise sought. This will also include an indication of the grade level corresponding to the anticipated level of responsibilities and duties of the CFE in the Agency.
16. If the donors are prepared to provide a CFE to the Agency, they will nominate a candidate or, if possible, more than one candidate. Donors will also notify the Agency of the type of arrangements of which they would like to avail themselves, and make a commitment that they accept these Terms and Conditions for the Acceptance by the Agency of CFEs. Any questions relating to employment conditions, contractual status and the like should be clarified at an early date with the Agency's Division of Personnel (MTPR).
17. Afterwards, the Division of Personnel will obtain the necessary internal authorization and make the contractual arrangements with the CFE. CFEs will not be subject to the policy of geographical distribution and will not count towards the donor state's desirable range. However, they will be reported in the annual personnel statistics if the period of employment exceeds six months.

Responsible office: MTPR

SPECIAL SERVICE AGREEMENT¹

MEMORANDUM OF AGREEMENT made this day of between the INTERNATIONAL ATOMIC ENERGY AGENCY, Wagramer Strasse 5, P.O. Box 100, A-1400 Vienna, Austria (hereinafter referred to as the "Agency") and (hereinafter referred to as the "Subscriber"), whose address is:

.....

WHEREAS the Agency desires to engage the services of the Subscriber on the terms and conditions hereinafter set forth, and

WHEREAS the Subscriber is ready and willing to accept this engagement of services with the Agency on the said terms and conditions,

NOW THEREFORE the Parties hereto agree as follows:

1. Nature of Services

Functional Title of Supervisor

2. Duty Station

3. Duration of Agreement

This Agreement shall take effect on and shall expire on the satisfactory completion of the services described above but not later than, without any advance notice between the Parties hereto. The aggregate number of days on which the services of the Subscriber will be required shall not exceed days. This Agreement may be terminated by either Party before the expiry date of the Agreement by giving notice in writing to the other Party. The period of notice shall be five days in the case of Agreements for a total period of less than two months and fourteen days in the case of Agreements for a longer period. In case of termination for serious misconduct there shall be no period of notice in accordance with relevant rules of the Agency.

In the event of the Agreement being terminated prior to its due expiry date, the Subscriber shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the Agency, as assessed by the Agency in accordance with the terms of this Agreement. Additional costs incurred by the Agency resulting from the termination of the Agreement by the Subscriber may be withheld from any amount otherwise due to the Subscriber from the Agency.

In the case of absence for health or other reasons, this Agreement may, depending on the circumstances, be extended to allow for completion of the task without otherwise changing its terms, or the compensation may be reduced as set out above, as determined by the Agency.

¹ Effective 2 June 1997.

4. Working Hours

5. Consideration

As full consideration for services performed by the Subscriber under the terms of this Agreement the Agency shall pay the Subscriber the equivalent of [currency]

The Subscriber shall be entitled to a subsistence allowance of US \$, subject to revision in accordance with the relevant rules of the Agency, while in for each overnight stay at a destination to which he/she has travelled, as approved, for the purpose of carrying out the services under this Agreement.

The Subscriber shall also be provided with a pre-paid round trip air ticket [in economy class at the lowest logical fare] [first class train ticket] between the duty station and, upon completion of the assignment, back to the place of residence.

For authorized travel on official business by the Subscriber on behalf of the Agency the relevant Agency rules and procedures shall apply.

The Subscriber shall not be entitled to any benefit, allowance or payment other than the ones expressly provided for in this Agreement.

6. Status of the Subscriber

The Subscriber shall serve in his/her personal capacity and not as a representative of a Government or of any other authority external to the Agency. The Subscriber shall not be considered in any respect as being a staff member of the Agency. The Subscriber may, however, be given the status of "expert" in the sense of Section 42 Article XVI of the Headquarters Agreement of the Agency or "experts on missions" in the sense of Section 23, Article VII of the Agreement on the Privileges and Immunities of the Agency.

7. Obligation

The Subscriber shall neither seek nor accept instructions regarding the services to be performed for the Agency from any Government or from any authority external to the Agency. During the period of his/her service for the Agency, the Subscriber may not engage in any activity that is incompatible with the discharge of his/her duties with the Agency. The Subscriber is required to exercise the utmost discretion in all matters of official business of the Agency. The Subscriber may not communicate at any time to any other person, Government or authority external to the Agency any information known to them by reason of their association with the Agency which has not been made public, except in the course of their duties or by authorization of the Director General or his/her designate; nor shall the Subscriber at any time use such information to private advantage. These obligations do not lapse upon termination of his/her Agreement with the Agency.

8. Title Right

All rights, title and interest, including, without limitation, all copyrights and patents, in and to any material produced and invention developed by the Subscriber in the performance of his/her functions under this Agreement shall vest exclusively in the Agency.

9. Social Security

The Agency shall not pay the employer's contribution to any social security scheme for the services performed under this Agreement. Moreover, the Subscriber is excluded from participation in the United Nations Joint Staff Pension Fund. The Subscriber is fully responsible for arranging, at his/her own expense, such life, health and other forms of insurance covering the period of his/her service for the Agency as appropriate.

Responsible office: MTPR

In case of illness, injury or death attributable to the performance of services under the terms of this Agreement the Agency shall compensate for the expenses of the Subscriber in accordance with the provisions reproduced in the Annex to this Agreement.

10. Sub-contracting and Assignment

The Subscriber shall not sub-contract, assign, transfer, pledge or make other disposition of this Agreement or any part thereof, or of his/her rights, claims, or obligations under this Agreement.

11. End-of-contract Report

The Subscriber shall, at the end of the contract period, submit a report through the Deputy Director General concerned to the Director General on the activities carried out under this Agreement and the results achieved.

12. Settlement of Disputes

Any dispute between the Agency and the Subscriber arising out of the interpretation or application of this Agreement which is not settled by negotiation shall be submitted to arbitration by either party in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL). The place of arbitration shall be Vienna, Austria. The number of arbitrators shall be one. The arbitration award shall be accepted by the Parties as the final adjudication of the dispute.

13. Taxation

The Agency undertakes no liability for taxes, duty or other contribution payable by the Subscriber on payments made under this Agreement.

14. Special Conditions

[If there are no special conditions, the word "none" should be inserted in this place].

Director, Division of Personnel

Subscriber

Date:

Responsible office: MTPR

ANNEX TO SPECIAL SERVICE AGREEMENT

COMPENSATION CLAUSE:

(A) Compensation shall be awarded in the event of death, injury or illness of the Subscriber which is attributable to the performance of official duties on behalf of the Agency, in accordance with paragraphs (C) and (D) below, and such additional compensation payment or payments as the Director General may deem appropriate; except that no compensation shall be awarded when such death, injury or illness has been occasioned by (a) the wilful misconduct of the Subscriber, or (b) the Subscriber's wilful intent to bring about the death, injury or illness of himself/herself or another.

(B) Without restricting the generality of paragraph (A), death, injury or illness of the Subscriber shall be deemed to be attributable to the performance of official duties on behalf of the Agency in the absence of any wilful misconduct or wilful intent when (a) the death, injury or illness resulted as a natural incident of performing official duties on behalf of the Agency, or (b) the death, injury or illness was directly due to the presence of the Subscriber, in accordance with an assignment by the Agency, in an area involving special hazards to the Subscriber's health or security, and occurred as the result of such hazards, or (c) the death, injury or illness occurred as a direct result of travelling by means of transportation furnished by or at the expense or direction of the Agency in connection with the performance of official duties; provided that the provisions of the subparagraph shall not extend to private motor vehicle transportation sanctioned or authorized by the Agency solely on the request and for the convenience of the Subscriber.

(C) In the event of death of the Subscriber, the Agency shall pay: (a) a reasonable amount for the preparation of the remains and funeral expenses; (b) the expenses of return transportation of the deceased Subscriber either (i) to the place where the Agency would have had an obligation to return the Subscriber on separation; or (ii) to another place provided that the maximum expense borne by the Agency shall not exceed the amount under (i) above; (c) all reasonable medical, hospital and directly related costs.

(D) In the event of injury or illness resulting in disablement which is determined by the Director General to be either total or partial, and whether the Subscriber is continued in the employment of the Agency or is separated, the Agency shall pay all reasonable medical, hospital and directly related costs.

(E) Any compensation payment which may be made in accordance with paragraphs (A) through (D) above shall not exceed: (a) US \$10 000.- for medical expenses for any one accident/illness, and (b) US \$100 000.- for death or permanent disablement.