



DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY  
MANPOWER AND RESERVE AFFAIRS  
111 ARMY PENTAGON  
WASHINGTON, DC 20310-0111

SAMR-CP

3 March 2016

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Intergovernmental Personnel Act Program Guidance on Responsibilities, Procedures and Program Management

1. References:

- a. Intergovernmental Personnel Act of 1970, 42 U.S. Code §§ 4701 et seq.
- b. 5 U. S. Code, §§ 3371 through 3375.
- c. 5 Code of Federal Regulations, Part 334.
- d. Memorandum, Office of the Under Secretary of Defense, 17 October 2003, subject: Allocability and Allowability of Costs Associated with the Intergovernmental Personnel Act (IPA) Mobility Program.
- e. Memorandum, SAMR, 26 February 2016, subject: Intergovernmental Personnel Act Program Policy.
- f. Memorandum, Office of the Assistant Secretary, Manpower and Reserve Affairs, 18 November 1996, subject: Divestiture of Civilian Personnel Authorities (hereby superceded).

2. Purpose. This guidance memorandum establishes responsibilities, procedures and program management of the Intergovernmental Personnel Act (IPA) Program pursuant to references above. In accordance with Reference 1e, the authority to approve IPA assignments is delegated to the Administrative Assistant to the Secretary of the Army (AASA), Commanders of Army Commands (ACOMs), Army Service Component Commands (ASCCs) and Direct Reporting Units (DRUs) with authority to further delegate to their Deputy Commanders, Chiefs of Staff, or Directors in the Senior Executive Service. For Headquarters, Department of Army, the AASA may further delegate to the Principal Officials. No further delegation is authorized.

3. Applicability. This guidance applies to the AASA, ACOMs, ASCCs, and DRUs. For purposes of this guidance memorandum, the Principal Officials of the Headquarters, Department of the Army, their staffs and other elements, Field Operating Agencies, and Staff Support Agencies not specifically named fall under the purview of the AASA.

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4. Background. The IPA Program provides for the temporary assignment of skilled personnel between the Federal government and State, local, and Indian Tribal governments; institutions of higher education; and other eligible organizations. It may be used to achieve objectives such as:

a. Strengthening the management capabilities of the Federal government; State, local, and Indian Tribal governments; institutions of higher education; and other eligible organizations;

b. Assisting the transfer and use of new technologies and approaches to solving governmental problems;

c. Allowing the government to leverage scientific knowledge and expertise from non-DoD sectors that are critical to government mission, and facilitates the ability of the Federal government to respond rapidly to changing technologies, changing threats and evolving missions;

d. Facilitating an effective means of involving State, local, and Tribal officials in developing and implementing Federal policies and programs; and,

e. Providing program and developmental experience, which will enhance the assignee's performance in his or her regular job.

5. Policy and Guidance. It is the Department of the Army's policy that:

a. The Assistant Secretary of the Army (Manpower and Reserve Affairs) provides oversight and management controls to ensure that each proposed IPA assignment is reviewed to ensure compliance with the applicable laws, regulations, and policies.

b. The AASA and Commanders of ACOM, ASCC, and DRU use the IPA Mobility Program for purposes that are of mutual interest and benefit to their organizations and to appropriate non-Federal organizations. Officials requesting use of an IPA assignment must thoroughly review the proposed IPA agreement to ensure it meets all governing IPA guidance and requirements as well as the spirit and intent of the mobility program.

c. Assignments **will not** be arranged to meet the personal interests of employees, to circumvent personnel ceilings, or to avoid unpleasant personnel decisions that are contrary to the spirit and intent of the IPA mobility program.

d. Assignments will normally not be made to duties for which an "organic" (in-house) capability is available to the AASA and Commanders of ACOM, ASCC or DRU.



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e. Under no circumstances will assignments be made to former Department of the Army employees to perform his/her previous duties or as a recruitment tool for the future hiring of an individual or to facilitate his/her career change.

6. IPA Responsibilities Guidance. See Enclosure 1.
7. IPA Procedures and Program Management Guidance. See Enclosure 2.
8. This guidance is effective immediately.

Encls

  
GWENDOLYN R. DEFILIPPI  
Deputy Assistant Secretary of the Army  
(Civilian Personnel)

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## RESPONSIBILITIES

1. Assignee shall:

a. Complete necessary documentation related to his/her eligibility and agree to various requirements and conditions of the Intergovernmental Personnel Act (IPA) assignment agreement.

b. Be subject to standards of conduct and conflict of interest.

2. Assistant Secretary of the Army (Manpower and Reserve Affairs) (ASA (M&RA)) shall approve salary amounts that exceed Executive Schedule Level I, if justified, in writing.

3. Deputy Assistant Secretary of the Army, Civilian Personnel (DASA-CP) shall:

a. Exercise overall responsibility for establishing and implementing Department of the Army (DA) policies, procedures and oversight mechanisms for the IPA Program that are consistent with applicable laws, regulations, and best practices.

b. Provide advice and guidance to all Army activities on policy interpretation in support of the Under Secretary of Defense (Personnel and Readiness) (USD(P&R))..

c. Assess the execution and propose appropriate changes to the IPA Program.

d. Maintain eligibility certifications of all "other organizations", i.e., those organizations that are not in the state or local government, an institution of higher learning, or in the Indian Tribal government.

e. Certify or deny "other organization" requests for IPA eligibility. If questions arise as to the previous certification of an "other organization" by another Federal agency, a request can be made for the subject organization to submit the appropriate paperwork for review. Elevate requests for reconsideration (if submitted) to the (USD(P&R)) for further processing to the Office of Personnel Management (OPM) for final determination.

f. Evaluate the effectiveness and efficiency of the IPA Program by requiring the Administrative Assistant to the Secretary of the Army (AASA), Army Commands (ACOMs), Army Service Component Commands (ASCCs), and Direct Reporting Units (DRUs) to submit semi-annual reports to HQDA, Assistant G-1 Civilian Personnel (AG-1CP) Employment Policy Division, Staffing and Classification Branch. AG-1CP will review and consolidate the report prior to submitting to DASA-CP with the following information:

(1) Narrative description of how the IPA assignments are used to support the agency's talent management efforts.

(2) Narrative description of how the IPA assignments are meeting specific organizational objectives.

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## RESPONSIBILITIES

(3) Narrative description of how organizations measure or assess the results or benefits of the IPA program.

(4) Excel spreadsheet that identifies the name of the IPA assignee; DA organization name; the organization with whom DA has an IPA agreement; nature of organization, i.e., State or local government, institution of higher education, Indian Tribal government, or other eligible organizations; IPA eligibility certification date for “other organizations”; name of the entity which initially certified the “other organization’s” IPA eligibility; occupational series code; position title; effective date of IPA assignment; length of assignment; annual cost to DA; annual cost to the participating organization; certification that IPA agreement has been reviewed by the servicing contracting office, legal office, and financial management office; and information as to whether or not the IPA assignee had prior military service.

g. Approve or disapprove requests for waiver of repayment expenses.

4. HQDA, AG-1CP shall:

a. Provide advice and guidance to the AASA, ACOMs, ASCCs, and DRUs on policies and program requirements, and serve as the principle point of contact for DA on all matters related to this policy.

b. Review (i.e., provide concurrence or non-concurrence) “other organization” requests for IPA eligibility, and elevate requests to the office of the DASA-CP for decision.

c. Request data from AASA, ACOMs, ASCCs, and DRUs, as outlined in paragraph 3.f., on a semi-annual basis and submit final report to DASA-CP.

d. Review waiver of repayment expenses (e.g., relocation expenses) that IPA assignee failed to complete the service agreement due to no fault of his/her own and forward to DASA-CP for adjudication.

5. The AASA, ACOM, ASCC, and DRU Commanders shall:

a. Approve or disapprove IPA agreements, based on governing guidelines and requirements.

b. Develop implementing procedures and administer, monitor, and evaluate their IPA Program in compliance with this policy.

c. Receive funding requirements from subordinate organizations for services rendered under the IPA Program.

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- d. Review and provide concurrence or non-concurrence on) “other organization” requests for IPA eligibility, and submit requests concurred upon to HQDA, AG-1CP for concurrence, before being elevated to DASA-CP for decision.
- e. Submit semiannual reports to HQDA, AG-1CP. See paragraph 3f for reporting requirements.
- f. Maintain the original copies of all IPA agreements for 8 years.
- g. Maintain an awareness of the objectives and requirements of mobility assignments under the IPA Mobility Program, ensuring that their organizations are familiar with the IPA provisions and that program officials are responsive to requests.
- h. Utilize the IPA Program assignments as an effective management tool for accomplishing program objectives and that all assignments are mutually beneficial to all parties.
- i. Ensure that organizations meet their obligations and adhere to the IPA agreement by returning them to their permanent employing organizations at the end of the assignment.
- j. Ensure their organizations provide a pre-employment briefing Financial Disclosure, Ethics in Government Act of 1978, 5 Code of Federal Regulations (CFR) 735 (employee responsibilities and conduct); Joint ethics standards of conduct; and post employment restriction requirements to participating individuals.
- k. Ensure all IPA agreements are reviewed by the local servicing contract, financial management, and legal offices. Make sure all identified legal issues are resolved prior to entry on duty by the individual subject to the IPA agreement.
- l. Submit requests for waiver of repayment expenses (e.g., relocation expenses) to HQDA, AG-1CP for review and submission to DASA-CP for adjudication.

6. Commanders, activity heads and management officials shall:

- a. Ensure compliance with 5 United States Code §3371 – 3375, 5 CFR Part 334 and OPM policy.
- b. Identify the need for an IPA assignment and initiate the request for an IPA.
- c. Initiate and sponsor the IPA agreement.
- d. Negotiate the terms and costs of of the IPA agreement.

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- e. Obtain all necessary documentation from non-Federal organizations, i.e., “other organizations,” to initiate certification, if required. “Other organizations” previously certified do not have to be recertified by Army.
- f. Ensure all terms, requirements, and conditions of the agreement and related to the agreement or the assignee. are met and are accomplished.
- g. Obtain sick and vacation leave policies from permanent employers.
- h. Ensure non-Federal organizations provide the necessary documentation to initiate certification, if required. Non-Federal organizations previously certified do not have to be recertified by Army.
- i. Receive, review, and verify vouchers/invoices submitted by assigned employee’s organization for reimbursement.
- j. Administer and monitor the IPA agreement.
- k. Submit Request for Personnel Action to fill IPA assignments, if appropriate.
- l. Close or terminate the agreement.
- m. Submit information and reports required by AASA, ACOM, ASCC and DRU Commanders.

### 7. Local Contracting Office shall:

- a. Review the IPA documentation to ensure allocability and allowability of reimbursable indirect costs associated with the IPA agreement are in accordance with the Federal Administration Regulation (FAR, Part 31) or applicable Office of Management Budget (OMB) Circulars for federally funded awards. Such awards must specify payments of indirect costs under the IPA program. Therefore, a copy of the agreement between the non-Federal organization and its Federal sponsor must be reviewed. References to contracts, grants, cooperative agreements, or other agreements are insufficient to justify the payment of indirect expenses. Further, in some circumstances, reimbursement for indirect expenses may be authorized by an OMB Circular, but only for certain projects, such as health care projects. Unless the duties to be performed by the non-Federal assignee are the same as those for which such indirect expenses may be reimbursed, indirect expenses will **not** be reimbursed.
- b. Coordinate on the IPA agreement.
- c. Provide advisory services to Commanders and management officials regarding proper allocation of indirect costs associated with IPA agreements.



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### 8. Civilian Personnel Advisory Center (CPAC) shall:

- a. Review the completed IPA packets (requiring a civilian personnel action) to ensure that it meets all governing guidelines, and that position and personnel stipulations or requirements are allowable and met.
- b. Verify assignee eligibility is met.
- c. Coordinate on IPA agreement.
- d. Once approved, process any required position or personnel action(s).
- e. Maintain a copy of all IPA agreements (including those not requiring a civilian personnel action) for reporting purposes for 8 years. Note: AASA, ACOM, ASCC, and DRU are responsible for maintaining the original copies of all IPA agreement records.
- f. Provide advisory services to Commanders and management officials.
- g. Create an SF-50 (Notification of Personnel Action) when a DA employee is assigned to a non-Federal IPA assignment, or when a non-Federal assignee is hired as a time-limited employee.

### 9. Financial Management Organization shall:

- a. Review the IPA packet and ensure all costs, such as Federal Travel Regulations/Joint Travel Regulations (FTR/JTR) expenses, are allowable.
- b. Determine and assign funding source and ensure funds are available.
- c. Coordinate on the IPA agreement.
- d. Obligate funds and process vouchers/invoices for payment to assignee's employing organization.
- e. Provide advisory services to Commanders and management officials.

### 10. Servicing Legal Office shall:

- a. Confirm the subject IPA entity is a certified "other organization" eligible to participate in the IPA Program.
- b. Recommend appropriateness of certification of "other organizations" for participation in the IPA program.
- c. Review the IPA agreement for legal sufficiency. This legal review will identify any potential conflicts of interest and also post-Government employment issues.

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- d. Coordinate on the IPA agreement packet.
- e. Provide advisory services to Commanders, management officials, CPACs, HQDA, AG-1CP, and DASA-CP.
- f. Provide ethics counseling, advice and guidance on completion of SF 278, Public Financial Disclosure Report or OGE 450, Confidential Financial Disclosure Report prior to appointment. Ensures the appropriate financial disclosure report (OGE Form 278 or OGE Form 450) is prepared and certified.
- g. Provide non-Federal assignees, as new entrants, the required initial ethics orientation within thirty days of their assuming duties.

## PROCEDURES AND PROGRAM MANAGEMENT

### 1. Program Eligibility

a. Authority: 5 United States Code (U.S.C.) §3371 – 3375, Government Organizations and Employees, provides the legal authority for assignments under the IPA Mobility Program. OPM regulations governing the Intergovernmental Personnel Act (IPA) can be found at 5 Code of Federal Regulations (CFR) Part 5, Chapter 334.

b. IPA assignments are temporary assignments of skilled individuals between the Federal Government and State, local and Indian tribal governments, institutions of higher education and “other” eligible organizations. IPA assignments allow Army Civilian employees to serve with eligible non-Federal organization for a limited period of time without loss of rights or benefits.

c. IPA assignments will be processed as details for Army Civilian employees assigned to a non-Federal organization, under a temporary appointment or based on the IPA agreement for assignees from non-Federal organizations.

d. Defense Civilian Intelligence Personnel System (DCIPS) IPA positions shall be filled under authority of 10 U.S.C. §1601, Civilian Intelligence Personnel: General Authority to Establish Excepted Positions, Appoint Personnel, and Fix Rates of Pay.

e. The following individuals are eligible to participate in the IPA program as defined by 5 CFR 334.102:

(1) Career and career-conditional employees;

(2) Career Senior Executive Service (SES) appointees;

(3) Individuals under appointments of equivalent tenure in excepted service positions, including individuals under Veterans Recruitment Appointments;

(4) Individuals employed for at least 90 days in a permanent career-conditional/career position with a State, local or Indian Tribal government, institution of higher education, or other eligible organization.

f. The following individuals are ineligible to participate in the IPA program:

(1) Federal, State or local government employees serving under time-limited, temporary, term appointment, non-career, limited SES, or Schedule C appointments;

(2) Elected Federal government officials;

(3) Members of the uniformed military services, the Commissioned Corps of the Public Health Service, the National Oceanic and Atmospheric Administration; and

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(4) Students employed in research, graduate, or teaching assistant and similar temporary positions.

### 2. Assignees from a Non-Federal Organization to the Department of Army

a. It is the Department of the Army's responsibility to inform the assignees of a Non-Federal Organization of the applicable Federal laws.

b. An assignee must be employed by the same organization for at least 90 days in a permanent career-conditional/career position with a State, local or Indian Tribal government, institution of higher education, or other eligible organization.

c. Only individuals who are validated "career employees" of the parent organization for a minimum of 90 days can become IPAs. Such individuals cannot be a part-time employee, a consultant, or a contracted "employee." They are to receive only those benefits that are extended to other employees in the parent organization. They must be in a career position before entering into an IPA agreement. Further, the agreement must specify that the employee can return to the non-Federal position occupied prior to the assignment or to one of comparable pay, duties and seniority and that the employee's rights and benefits will be fully protected. A simple statement in the Office of Personnel Management (OPM) Optional Form (OF) 69, Assignment Agreement to be signed by the parent organization should suffice to satisfy this requirement.

d. Since non-Federal entities do not always use the precise terms that are used in the Federal Government, it is important to examine the actual situation. For example, a university professor may not be called a permanent or career employee, but may have worked in an institution for many years and is expected to continue working there. In such a case, the individual would be eligible to participate.

e. Assignees may be given a *time-limited appointment* or be assigned by detail to a Department of the Army organization. Assignees are considered Federal employees for the duration of the appointment and may be eligible for the benefits and privileges associated with the appointment.

f. The Department of the Army **will not** offer permanent appointments to assignees. Such appointments defeat the purposes of the IPA mobility program. The IPA mobility program is not to be used as a mechanism to facilitate career changes or to circumvent Federal personnel laws and policies.

g. Assignees on detail to a Department of the Army organization remains an employee of his/her permanent employing organization. The assignee may fill an established classified position in the organization or may be given a set of ad hoc, unclassified duties relevant only to the specific assignment.

(1) Assignees on classified positions are entitled to earn the basic rate of pay, including any locality payment, which the duties of the assignment position would

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warrant under the applicable classification and pay regulations. If the assignee's non-Federal salary is less than the minimum rate of pay for the Army position, the Army organization must supplement the salary to make up the difference. Supplemental pay may vary because of changes in the rate of pay of the Federal position. It cannot be paid in advance or in a lump sum and is not conditional on the completion of the full period of the assignment. Supplemental pay may be paid directly to the assignee or reimbursed to the non-Federal organization.

(2) The assignee's salary and the employer's contribution for basic fringe benefits (i.e. health and life insurance, retirement, 401K) may be reimbursed for the period of time the assignee is performing the assignment duties in support of the Army as well as indirect costs that include only those functions or categories that provide benefits to the IPA assignment. The organization should provide documents, leave and earning statements or pay stubs, to support any fringe benefits earnings. Costs for negotiating the assignment agreement or for preparing the payroll records and assignment report are not reimbursable for costs. Careful review should be taken to ensure compliance with this requirement.

(3) If an appropriate provision to include, average pay increases are not automatic. IPA agreements must be modified and a new earnings statement provided for any pay increases. This must be provided in addition to a memorandum explaining the basis for the increase (e.g., annual performance increase).

(4) A position description must be provided detailing the roles and duties of the subject IPA employee.

(5) If the assignee is detailed to a set of unclassified duties, the assignee continues to be paid at a rate of pay based on the assignee's non-Federal job. The Department of the Army may agree to reimburse the non-Federal organization for all, some, or none of the costs of the assignment. Reimbursement should be based upon the benefit received by the Department of the Army.

(6) A non-Federal assignee on detail may receive recognition through letters of appreciation and commendation but is **not** eligible for Quality Step Increases or awards granted under 5 U.S.C. Chapter 45 or 10 U.S.C. §1603.

(7) Assignees normally have the workweek and hours of duty established in the Army organization to which they are assigned. However, if the workweek of the permanent employer is, by law or local ordinance, shorter than the Army workweek, the assignee's workweek should be adjusted as needed. Assignees are eligible to participate in alternative work schedule arrangements.

(8) Assignees are covered under their permanent employer's leave system. The assignment agreement will specify leave procedures, how the permanent employer will be notified of leave taken and how the use of leave will be approved. The agreement will also specify the Federal holidays that will be observed by the assignee.



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(9) Management officials identify the need for an IPA assignment. Management officials will prepare a memorandum specifying the need for an IPA assignment or continuation of a current IPA assignment and include why existing military or civilian personnel cannot satisfy the need.

(10) Assignees on IPA assignments must obtain the clearance level to perform the duties of the position as determined by the Army organization. The Army organization should follow the same clearance suitability procedures as for Federal employees occupying like positions. The cost associated with obtaining the security clearance is negotiable and should be determined based on which organization, the Army organization or the non-Federal organization, will benefit *more* from the assignment. The assignee and his/her permanent organization must fully cooperate in obtaining the necessary clearance and obtain proper building passes and access cards in order to fulfill their duties, following the same procedures as established for other individuals in the Army organization. The assignee's (or assignee's employer's) failure to qualify or cooperate in obtaining the necessary security clearance is a basis for terminating the agreement.

### 3. Department of Army Employees Assigned to a Non-Federal Organization

a. A Federal employee, with his or her consent, may be assigned to a non-Federal organization on either detail or leave without pay. In either case, he/she remains an employee of the Federal agency and retains the rights and benefits attached to that status.

b. DCIPS IPA positions shall be filled under authority of 10 U.S.C. §1601, Civilian Intelligence Personnel: General Authority to Establish Excepted Positions, Appoint Personnel, and Fix Rates of Pay.

c. Within the provisions of the Joint Travel Regulations (JTR), the Administrative Assistant to the Secretary of the Army (AASA), Army Commands (ACOM), Army Service Component Commands (ASCC) or Direct Reporting Units (DRU) may agree to pay a per diem allowance at the assignment location or limited relocation expenses, but not both. To be eligible for payment of per diem or limited relocation expenses, the employee must sign a service agreement for 1 year or the length of the assignment, whichever is shorter.

d. The service agreement does not cover travel expenses paid when the employee travels away from the assignment location.

e. The employee will be responsible for repaying any expenses if he or she fails to complete the service agreement unless the reasons for failing to complete the agreement are beyond his or her control. If the employee is part-time and remains at the parent organization's location and is required to travel on behalf of the Federal agency, that employee is exempt from repaying the expenses. Request for waivers,

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with supporting documents, will be submitted through HQDA, Assistant G-1 for Civilian Personnel (AG-1CP) to Deputy Assistant Secretary of the Army for Civilian Personnel, (DASA-CP) for final approval.

f. The Optional Form (OF) 69, Assignment Agreement, block 32, includes a statement that the assignee is aware that he or she must return to his/her Army position for a time equal to the length of the assignment, or be liable for all expenses (exclusive of salary and benefits) associated with the assignment.

### 4. Initiating an Agreement

a. Management officials identify the need for an IPA assignment. Management officials will prepare a memorandum specifying the need for an IPA assignment or continuation of a current IPA assignment and include why existing military or civilian personnel cannot satisfy the need.

b. Management officials are responsible for ensuring all terms, requirements, and conditions for exercising the agreement are met and /or accomplished (e.g., standards of conduct briefings, security clearances, financial disclosures, ethics briefing, etc.).

### 5. Negotiating the IPA Agreement for Employees and Assignees

a. IPA assignments are management-initiated; therefore, negotiation of the proposed assignment should be between management of both Federal and non-Federal organizations. This negotiated agreement must set forth the terms and conditions of an IPA assignment.

b. The benefits to the Department of the Army and the non-Federal organization are the primary considerations in initiating assignments; not the desires or personal needs of an individual employee.

c. The AASA, ACOMs, ASCCs and DRUs are responsible for ensuring that terms and conditions stated in the IPA agreement and associated documents fall within the governing criteria of the IPA program as well as meet the needs of the organization. For example, the organization should negotiate the length of the assignment, the work schedule (e.g., full-time or part-time), scope of the duties, and reimbursable costs.

d. The Army management official must coordinate agreement with the servicing legal office, Civilian Personnel Advisory Center (CPAC) (except for assignments of non-Federal employees), contracting office, and financial management office.

e. By intent, the IPA agreement is a cost-sharing arrangement; therefore, the AASA, ACOM, ASCC, and DRU organizations must ensure that the agreement, as well as associated costs and conditions, are in the best interest of the Department of the Army.

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### 6. IPA Agreements for Federal and Non-Federal Assignments

a. The assignment must be implemented by a written agreement. The Department of the Army agreements will be documented on the Office of Personnel Management (OPM) OF 69, Assignment Agreement. The agreement documents such items as the involved parties, the type of assignment, length of assignment, salary, goals, benefits, duties, fiscal obligations and travel and transportation expenses.

b. Cost-sharing arrangements should be based on the extent to which the participating organizations benefit from the assignment, with the larger share of the costs being absorbed by the organization which benefits *most* from the assignment.

c. Compensation should normally not exceed Level I of the Executive Schedule. However, there may be exceptions where the need arises for the compensation plus benefits to exceed Level I. In these cases, written justification must be submitted with the IPA agreement. In no case should annual compensation, excluding benefits, but including basic pay, allowances, differentials, bonuses, and awards exceed Level I.

d. IPA assignments are voluntary and must be agreed to by the employee or assignee. The OF 69 requires signatures for certification and an authorized official of the employee or assignee's employer for approval. The OF 69 also includes a statement that informs the employee that he/she must return to their Army position for a time equal to the length of the assignment, or be liable for all expenses (exclusive of salary and benefits).

e. The Army supervisor, identified in block 18 of OF 69, is responsible for administering the agreement's terms and costs, and local requirements.

f. Management officials are responsible for ensuring all terms, requirements, and conditions for exercising the agreement are met and /or accomplished (e.g., standards of conduct briefings, security clearances, financial disclosures, ethics briefing, etc.).

### 7. Processing IPA Assignments and Agreements

The process and steps for initiating, executing, and administering an IPA assignment include:

a. If the IPA assignment is a time-limited appointment, a Request for Personnel Action (RPA), SF-52, for an excepted appointment (not based on reemployment or restoration rights) will be submitted through established procedures. The time-limited appointment request will be documented by a Notification of Personnel Action, SF-50.

b. If the IPA assignment details an Army employee to a non-Federal organization, the assignment must be documented by a RPA, even in instances where the assignment is to a position identical to, or with the same basic duties as, the position the employee holds in their parent organization. The Guide to Processing Personnel

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Actions, Chapter 14 provides guidance on the appropriate Nature of Action and Authority Code.

c. If the IPA assignment details a non-Federal assignee to an Army organization, no RPA is required as the assignee is not, nor does he/she become, a Federal employee.

### d. Determinations for “Other” Organizations

(1) “Other” organization is defined as a national, regional, Statewide, area wide, or metropolitan organization representing member State or local government; an association of State or local public officials; a nonprofit organization which offers, as one of its principal functions, professional advisory, research, educational, or development services, or related services, to governments or universities, concerned with public management; or a federally funded research and development center.

(2) Army management officials are responsible for identifying the proposed participating non-Federal organization to the servicing legal office to determine if the organization is eligible to participate in the IPA program and if it is an “other” organization. “Other” organizations that have been previously certified by an agency, are eligible for the program as the certification is permanent.

(3) State and local governments, institutions of higher education, Indian Tribal governments, and federally funded research and development centers are automatically eligible to participate in the mobility program.

(4) “Other non-profit organizations” must be certified by the DASA-CP to participate in the IPA mobility program. Organizations must be submitted for approval.

(5) If an organization is an “other” organization and has not been certified to participate in the IPA program, the management official must work with the non-Federal organization to provide the necessary documentation for certification. Documentation includes:

- (a) a cover letter requesting IPA certification;
- (b) articles of incorporation;
- (c) bylaws;
- (d) Internal Revenue Service letter of non-profit status; and

(e) any other information which indicates that the organization has as a principal function the offering of professional advisory, research, educational or development services, or related services to governments or universities concerned with public management.

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e. Army management officials negotiate the terms and conditions of the agreement with the non-Federal organization, ensuring that the IPA agreement meets all governing IPA guidelines and requirements as well as the spirit and intent of the program.

(1) The length of the assignment, the assignee's work schedule, and agreement costs are examples of items that may be negotiated.

(2) Agreement costs may include employee pay, basic fringe benefits (e.g., health and life insurance, retirement, and 401K), and/or travel and relocation expenses. Prohibited costs include tuition credits, office space, furnishings, supplies, staff support, and indirect cost (off-site overhead rates), etc.

(3) The Department of the Army will not pay for any of the assignee's unused leave at the end of the assignment and will not pay a termination fee of any kind.

f. After negotiating with the non-Federal organization, the management official prepares a draft IPA packet with all terms, requirements, and conditions and provides it to the servicing Financial Management Office; the servicing legal office, the local contracting directorate for review and concurrence. The IPA packet will include the following:

(1) Memorandum specifying the need for an IPA assignment or continuation of a current assignment to include why the need cannot be satisfied by existing military or civilian personnel.

(2) A draft of the OF 69 with proposed information on position data, type of appointment, reason for IPA assignment, employee benefits and fiscal obligations.

(3) A copy of the individual's resume.

(4) Cost Summary Sheet (salary, benefits, administrative cost, indirect cost, reimbursements, etc.).

(5) Employer's written agreement from the cognizant non-Federal agency that specifies the proper allocation of indirect costs associated with the IPA agreement, if applicable that may be reimbursed by the Army. Unless the agreement specifies that such costs may be reimbursed under the IPA mobility program and for the duties to be performed, the Army will not reimburse the employee for these costs.

(6) Office of General Ethics (OGE) 450 (Confidential Financial Disclosure Report), if required.

(7) Signed Conflict of Interest Statement.

(8) Certification of eligibility from non-Federal participating employer, if necessary.



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(9) Written justification if the proposed salary exceeds Level I of the Executive Schedule.

g. The Army management official submits the IPA agreement to the non-Federal organization and prospective assignee for signature. The final coordinated IPA agreement packet must be submitted through command channels for endorsement and forwarding thru their organizations to the AASA, ACOM, ASCC or DRU Commanders for their respective approval.

h. If approved, the Army management official will distribute the signed agreement to the appropriate parties, administer the agreement and maintain the official records relating to the agreement.

i. A copy of the approved organization will be submitted to the CPAC.

### 8. Length of Assignment

a. IPA assignments can be made for up to 2 years and may be intermittent, part-time, or full-time. These assignment periods may be extended for up to 2 more years if the parties agree, subject to the approval of the AASA, ACOM, ASCC, or DRU commander or delegate when the extension will be to the benefit of both organizations.

b. All assignment agreements under the DCIPS authority (10 U.S.C. §1601) shall be made for periods of 1 year or less. Temporary appointments terminate automatically upon the expiration date unless approval has been granted for an extension, the employee resigns, or is separated at an earlier date.

c. The Army may not send or receive an employee on an assignment if the employee has participated in the IPA program for 4 continuous years without at least a 12-month return to duty with his or her permanent employer. Successive assignments without a break of at least 60 calendar days will be regarded as continuous service under the IPA mobility authority.

d. The AASA, ACOMs, ASCCs, and DRUs, in accordance with 5 C.F.R. 334.104(b)5, may not send an employee on an assignment if that person has participated in the IPA mobility program for more than a total of 6 years during his or her Federal career. However, OPM may waive this restriction upon the written request of the Secretary of Defense.

e. In the case of assignments made to Indian Tribes or Tribal organizations, the AASA, ACOM, ASCC and DRU commanders may extend the period of assignment to any length of time where it is determined that the assignment will continue to benefit both the Federal agency and the Indian Tribe or Tribal organization.

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### 9. Extension of Assignment Period

a. By definition, an IPA agreement is an agreement that documents a temporary, short-term assignment, which requires sound justification.

b. All extensions of IPA agreements require approval of the AASA, ACOM, ASCC or DRU commander or designee before the extension may be implemented, subject to the time limitations provided in 5 C.F.R. 334.104. An extension requires a new OF 69, Cost Summary Sheet, and Executive Summary.

c. All extensions of IPA agreements under DCIPS authority may be extended for up to 1 additional year to a maximum of 24 months of total service. Reference 10 U.S.C. §1601.

d. Under no circumstances will extensions be approved retroactively. Management officials must plan well in advance of the need for an extension if an extension is deemed essential.

### 10. Changes to the Assignment Agreement

a. Any significant changes in an employee's duties, responsibilities, salary, work assignment location or supervisory relationships should be duly recorded as a modification to the original agreement.

b. Minor changes such as salary increases due to annual pay adjustments, changes in benefits due to revised coverage, and very short-term changes in duties do not require a modification to the original agreement but they will be documented in the Defense Civilian Personnel Data System to reflect such changes.

### 11. Termination of Assignment

a. An assignment may be terminated at any time at the option of the Army organization or the assignee's employer. Where possible, the party terminating the agreement before the original completion date should give a 30-day notice to all parties involved. This notification should be in writing and should include the reasons for the termination.

b. Army management may immediately terminate an assignment or take other corrective actions when an assignment is found to violate the IPA regulations.

c. An IPA assignment must be terminated immediately whenever the assignee is no longer employed by his or her original employer, regardless of whether the assignment is a detail or an appointment.

d. No termination fee is allowed.

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### 12. Intellectual Property, Patents, and Inventions

a. The IPA assignee and his or her participating non-Federal organization (employer) must agree to assign to the Government the entire right, title, and interest throughout the world in and to all intellectual property developed during the course of duties performed as an IPA assignee in the Federal Government.

b. Since 17 U.S.C. is not listed in 5 U.S.C. §3374(c)(2) as one of the statutes under which an IPA assignee is considered to be an employee of the agency, to the extent that the IPA assignee authors any original work of authorship in the performance of work as an IPA assignee, such work is not considered to be a work of the United States Government under 17 U.S.C. §§ 101 and 105. Such works are, therefore, subject to protection by copyright in the United States, and copyright shall be assigned to the United States of America as Represented by the Secretary of the Army.

c. Under 37 CFR §501.3(c), an IPA assignee is considered to be a Government employee for purposes of determination of invention rights, to the same extent that a Federal employee would be required to assign the entire right, title, and interest to the Government. In 37 CFR Part 501, the IPA assignee and his/her employer must agree to assign to the Government the entire right, title, and interest throughout the world in and to each subject invention (i.e., invention that is conceived or first actually reduced to practice by the assignee. Under 37 CFR §501.6(a), assignment will be required for any subject invention made

(1) During working hours,

(2) With a contribution by the Government of facilities, equipment, materials, funds or information, or of time or services of other Government employees on official duty, or,

(3) Which bears a direct relation to or is made in consequence of the official duties of the inventor in consequence of the performance of work under this assignment agreement, and to any patents that may be issued on such inventions).

### 13. Standards of Conduct and Conflict-of-Interest Provisions

a. An assignee from a non-Federal entity (NFE) on assignment to the Army, whether by appointment or agreement, is subject to a number of provisions of law governing the ethical and other conduct of Federal employees. 18 U.S.C. prohibits certain kinds of activities, to include:

(1) Paid representation of a NFE. Prohibits current employee from receiving compensation derived from representational services of others in matters before the executive branch or the courts (section 203);

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(2) Unpaid representation of a NFE. Prohibits current employee from representing anyone other than themselves on any matter before the executive branch or any court, if the United States is a party or has an interest, even if not compensated (section 205);

(3) Post-government employment conflicts. Prohibits former employees from engaging in certain activities on behalf of persons or entities after they leave Government service (section 207);

(4) Conflicts of interest. Prohibits employees from participating in a particular Government matter that will affect their own financial interests or interests imputed to them (section 208);

(5) Supplementation of salary. Prohibits employees from being paid by someone other than the U.S. for doing their official Government duties (section 209);

(6) Soliciting political contributions or making political contributions to other employees (sections 602 and 603);

(7) Intimidating or coercing other employees to make political contributions (section 606);

(8) Failing to account for public money (section 643);

(9) Using official authority to improperly convert another's property for personal use (section 654);

(10) Improperly disclosing confidential, non-public information (section 1905); and

(11) Violating the anti-lobbying statutes (section 1913).

b. Assignees are also subject to additional Federal regulations governing the conduct of Federal employees, to include:

(1) The Ethics in Government Act of 1978, which regulates financial disclosure and outside earned income. Assignees may be required to complete a Confidential Financial Disclosure Report, OGE Form 450. Any conflicts of interest must be resolved prior to the employee beginning an assignment.

(2) 5 U.S.C. Chapter 73, which addresses employment limitations, political activities, foreign gifts and decorations, gifts from prohibited sources, gifts between employees, certain kinds of misconduct, and drug and alcohol abuse.

(3) The Executive Branch Standards of Conduct, 5 C.F.R Part 2635, which regulate employee responsibilities and conduct, as well as agency standards of conduct regulations, to include post-employment restrictions. Post-employment restrictions limit

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the employee's ability to represent their NFE sponsor back to the Federal agency on the same particular matters they worked on while on the IPA assignment.

c. Non-Federal employees are also subject to agency standards of conduct regulations, to include the Joint Ethics Regulation (DoD 5500.07-R).

d. Army employees assigned to non-Federal positions under the IPA , whether on detail or on leave without pay, remain subject to the ethics provisions listed above. For example, in most cases the Army employee may not act as an agent or attorney on behalf of the non-Federal entity before a Federal agency or a court in connection with any proceeding, application, or other matter in which the Federal Government is a party or has a direct and substantial interest.

e. Army employees are also subject to similar standards maintained by non-Federal organizations. Any conflict of interest should be resolved prior to the Army employee's assignment. The serving legal office should be consulted if issues arise during the assignment.

f. AASA, ACOM, ASCC, and DRU commanders should be particularly alert to any possible conflict-of-interest or the appearance thereof which may be inherent in the assignment of one of its employees. Conflict-of-interest rules should be reviewed with the employee to assure that potential conflict-of-interest situations do not inadvertently arise during an assignment.

g. Under the terms of the Indian Self-Determination and Educational Assistance Act, Army employees on assignment to an Indian Tribal government are exempt from conflict-of-interest provisions concerning representational activities, provided the employee meets notification requirements. Army employees may act as agents or attorneys for, or appear on behalf of, such Tribes in connection with any matter pending before any department, agency, court, or commission, including any matter in which the United States is a party or has a direct and substantial interest. The Army employee must advise, in writing, the head of the department, agency, court, or commission with which he or she is dealing or appearing on behalf of the Tribal government of any personal and substantial involvement he or she may have had as an officer or employee of the United States in connection with the matter involved.

### 14. Record Keeping and Reporting

The Command and Civilian Personnel Advisory Center will maintain the records pertaining to IPA assignments for 8 years. HQDA, AG-1CP will transmit semi-annual reports to DASA-CP consistent with the reporting requirements in Enclosure 1.



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### 15. Definitions

Assignee: A Non-Federal employee who accepts an IPA assignment with Department of the Army.

Employee: A Federal employee who accepts an IPA assignment with a non-Federal organization.