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# Sample MOU for Federal Rotational Assignments

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<Insert title of Rotational Program>

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## 1. OVERVIEW

The <insert title of Rotational Program> provides detail assignments (between *insert timeframe of assignment*) that enable Federal employees to expand their cyber/IT competencies, skills and abilities, broaden their organizational experiences, and foster networks they can leverage in the future.

## 2. PURPOSE

This Memorandum of Understanding (MOU) outlines the agreement for:

(the "Participant") to complete (a non-reimbursable or reimbursable) assignment to

(the "Host Agency") from

(the "Home Agency").

## 3. PERIOD OF AGREEMENT

The terms and conditions described are effective from

## 4. SCOPE OF WORK/ASSIGNMENT

Position Title:

During this developmental detail (*insert timeframe of assignment*) the Participant will be responsible for:

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5. GOALS OF THE DETAIL ASSIGNMENT:

6. CONTROLS OVER WORK

The Participant will report to [insert name of hosting supervisor] for the duration of this assignment. Participant [will/will not] supervise employees employed by the hosting agency.

7. DURATION, EXTENSION, AND TERMINATION OF ASSIGNMENT

- A. This assignment is for full-time, 80 hours per pay period beginning [insert date] in increments of [insert number of] days, up to one year, subject to the availability of appropriations.
- B. This agreement may be amended, extended, or terminated by mutual consent of both parties, with reasonable notice to the Participant. The desire for such activity by either party should be declared in writing at least one month in advance of the effective date for such action, unless good cause exists for immediate termination.
- C. An extension must be documented as an amendment and personnel action, as appropriate.
- D. At the conclusion of the detail, Participant will return to [his/her] position of record with [insert home agency].

8. RIGHTS AND BENEFITS:

- A. The workweek and hours of duty will be determined by [hosting agency], subject to applicable federal regulations. This detail assignment will allow for maximum flexibility including telework and flextime to the extent such an arrangement meets the needs of [hosting agency].
- B. The Participant will continue to accrue annual and sick leave in accordance with [home agency's] provisions for Attendance and Leave. Use of leave will be approved by the [hosting agency] supervisor designated for the period of assignment. [Hosting agency] will advise [Home agency] of any leave taken by submitting to [home agency] approved time and attendance records on a bi-weekly basis. [Home agency] will

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continue to maintain the Participant's official time and attendance record. The Participant's supervisor at [home agency], or designee, must sign all time and attendance records submitted.

- C. The Participant's coverage under federal retirement, group health benefits, life insurance, and Thrift Savings Plan (if applicable) will continue during the period of assignment. The Participant's share of costs for such coverage will continue to be withheld from [his/her] salary.
- D. The Participant will prepare work reports detailing the work performed for [hosting agency], status of projects, and lists of challenges and accomplishments for the [hosting agency supervisor]. The [hosting agency supervisor] will provide written performance feedback for the Participant's work at [hosting agency] to the Participant's supervisor of record at [home agency] as requested by [home agency], including providing copies of the Participant's work reports.

## 9. LEGAL AUTHORITY

- Economy Act, 31 U.S.C. § 1535
- 13 Op. O.L.C. 188, 189-90 (1989); 64 Comp. Gen. 370, 380-81 (Mar. 20, 1985)

## 10. REIMBURSEMENT PROVISIONS:

- A. Salary and Fringe Benefits: [The home agency] will continue to pay Detailee's annual salary of a GS-\_\_\_ step \_\_\_, plus a payment for benefits calculated at \_\_\_% of the hourly rate based on a work year of 2,080 hours. [Hosting agency] will reimburse [home agency] based on a work schedule of eighty hours per pay period which will include salary, any federal benefits, and any additions for annual cost of living, merit increase, and federal or legislative pay adjustments.
- B. Method of Reimbursement: [Home agency] will use the Intragovernmental Payment and Collection (IPAC) system on a quarterly basis to collect reimbursement of fund from [hosting agency].
- C. Overtime or Other Special Charges: The [hosting agency] supervisor must not order and approve and/or suffer or permit the Participant to work overtime or any other hours of work that would entitle the employee to premium pay (e.g., Sunday premium pay) as such costs must be reimbursed to the [home agency]. Should [the hosting agency] need the Participant to work compensatory time or credit hours, the [hosting agency] supervisor will consult [the home agency] as to the [home agency's] procedures for granting such compensation.

## 11. RULES, REGULATIONS, AND POLICIES:

- A. The Participant is subject to the Federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, suitability, security, and

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limitations on political activity (18 U.S.C. §§ 203, 205, 208 and 209 and 5 CFR parts 2635); and to any applicable state and local government statutory and regulatory provisions.

- B. The Federal Tort Claims Act and any other Federal tort liability statutes shall apply to the Participant.
- C. The rules and policies that govern the internal operation and management of the [hosting agency] are applicable to the Participant.
- D. Records retention. The Participant agrees to preserve information worked on for [the hosting agency] in accordance with the Federal Records Act, [hosting agency] Records Management Policy and any applicable preservation/litigation holds. Additionally, the Participant agrees to only use the assigned official [hosting agency] email account to complete work for [hosting agency]. The Participant will not conduct [hosting agency] business using the email account assigned by the [home agency].
- E. Unauthorized disclosure of [hosting agency] information. The Participant will not disclose non-public [hosting agency] information to outside parties, including the Participant's employing agency, without prior approval from the [hosting agency] supervisor. If the Participant improperly discloses [hosting agency's] non-public information, the home agency agrees to pursue appropriate steps.
- F. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
- G. Travel, transportation and related allowances may be authorized only in accordance with the Federal Travel Regulations when such expenses will be funded (or reimbursed) by \_\_\_\_\_. The Participant will use \_\_\_\_\_ travel system for approval and reimbursement of all authorized travel expenses for travel undertaken on behalf of the [hosting agency].

## 12. ROLES & RESPONSIBILITIES

The Home Agency will:

- Maintain records for the Participant, including official time and attendance, performance evaluations, and related formal discussions; coordinate with Host Agency regarding approvals of leave

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- Remain actively engaged and proactively seek performance input from the host supervisor
  - Be clear with the Participant about how their performance will be evaluated during detail assignment (performance elements or standards in annual plan)
  - Make arrangements to transition the Participant's work during the detail assignment
  - Stay available to Participant and continue to maintain all records related to this detail assignment
  - Support the Participant's transition back to their home agency
  - Pay for travel related to a Participant relocating for detail assignment

The Host Agency will:

- Alert Participant to any security requirements/procedures, conflicts of interest, confidentiality issues, etc.
- Provide a work space, computer, phone, building access, travel/training expenses required to achieve assignment objectives, meeting availability, etc.
- Agree on work schedule and flexibilities (i.e., AWS, telework)
- Be prepared to support the Participant's development throughout the entire detail assignment
- Conduct a helpful onboarding experience to accelerate the Participant's ability to perform on the job
- Assist in developing the Participant's Individual Development Plan for this detail assignment
- Craft meaningful developmental assignments, tasks, and duties based on the specific cyber /IT competencies identified by the Participant and the Home supervisor; and evaluate his/her progress throughout the term of the detail assignment
- Give frequent feedback/coaching to Participant and supply performance review input to home supervisor and Participant upon completion of the detail assignment

The Participant will:

- Ensure work transition and continuity in home office
- Ensure that his/her annual performance plan includes goals for detail assignment

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- Prepare for the detail assignment including researching the hosting agency's history and programs
  - Create an Individual Development Plan specific to this detail assignment with the home agency supervisor and host supervisor
  - Identify the cyber/IT competencies he/she will develop and/or enhance during the detail assignment; and remain proactive in ensuring the rotational experience is meaningful and meets his/her developmental needs
  - Work with host supervisor to develop a plan to maintain contact with the home organization (i.e., keep home supervisor informed of your progress, ensure home agency timekeeper is aware of leave taken, etc.)
  - Participate in all activities related to detail assignment
  - Alert home agency supervisor if problems/issues occur
  - Establish relationships and expand his/her network
  - Be prepared to participate in a comprehensive evaluation of program
  - Document experience for individual professional use and as examples for those who follow
  - Do his/her part to make it a great experience!

### 13. SECURITY CLEARANCE (IF APPLICABLE)

This agreement is contingent upon the Participant's successful adjudication and receipt of any security clearances required to conduct work at host agency. In order to have access to [hosting agency] materials, the Participant is required to have a security clearance at the [insert level]. Participant has been favorably adjudicated by [home agency] at the [insert level]. If required, [home agency] will request activation of Participant's clearance at the [insert level] and provide verification to [hosting agency].

Note: There are processes available that may enable individuals to begin working while investigations are being conducted. Reciprocity policies to support the movement of cleared individuals from one job to another are available. See [Executive Order 13467, as amended](#), reprinted at 50 U.S.C.A. 3161 note, for exceptions and details. See also Security Executive Agent Directive 7 at [https://www.odni.gov/files/NCSC/documents/Regulations/SEAD-7\\_BI\\_ReciprocityU.pdf](https://www.odni.gov/files/NCSC/documents/Regulations/SEAD-7_BI_ReciprocityU.pdf), which provides additional guidance.)

### 14. CONTACT INFORMATION

Please provide the contact information for home agency supervisor and host

agency supervisor.

Home Agency Supervisor		Host Agency Supervisor	
Name		Name	
Address		Address	
Email		Email	
Phone		Phone	

### 15. SIGNATURES

The following individuals approve this detail assignment:

\_\_\_\_\_  
Home Agency Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Host Agency Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date