

[Instructions for using this NON-REIMBURSABLE DETAIL AGREEMENT template:
Insert the requested information any place that is bracketed and bolded. If the bracketed and bolded language contains instructions (including this paragraph), **delete** the instructions before submitting the draft agreement for review or signing the agreement.]

MEMORANDUM OF AGREEMENT

ESTABLISHING A

NON-REIMBURSABLE DETAIL

BETWEEN THE

[Name of Lending Agency]
LOANING AGENCY

AND

[Name of Requesting Agency]
REQUESTING AGENCY

Agreement No. _____

I. PARTIES

This document constitutes an agreement between the **[name of lending agency]** (the "Lending Agency") and **[name of requesting agency]** (the "Requesting Agency") concerning the Lending Agency's detail of **[name of detailee]** (the "Employee") to the Requesting Agency.

II. AUTHORITY

This agreement is authorized by:

[CHOOSE EITHER PARAGRAPH 1 OR 2 BELOW, AS APPLICABLE. DELETE THE PARAGRAPH THAT DOES NOT APPLY AND THIS INSTRUCTION PARAGRAPH.]

1. [If the lending agency has specific statutory authority to detail personnel to other agencies on a non-reimbursable basis, cite that statute here. Alternatively, if the requesting agency has specific statutory authority to receive the services of a detailee from another agency on a non-reimbursable basis, cite that statute here.].
2. Comptroller General's Opinion: 64 Comp. Gen 370, 380-81 (1985).

[IF THE DETAIL IS BETWEEN DEPARTMENT OF COMMERCE OPERATING UNITS, INCLUDE THE FOLLOWING. OTHERWISE DELETE BOTH THIS INSTRUCTION PARAGRAPH AND THE PARAGRAPH BELOW.]

3. 5 U.S.C. § 3341, authorizing intra-agency details (except where an employee is required by law to be exclusively engaged on some specific work), whereby the Loaning Agency makes a written determination to continue the detail every 120 days during the detail.

III. PURPOSE

Pursuant to this agreement, the Employee will be detailed to the Requesting Agency on a non-reimbursable basis. While on detail, the Employee will [provide a clear and succinct description of the work to be undertaken while on detail].

[INSERT ONE OF THE FOLLOWING TWO PARAGRAPHS IF THE AUTHORITY FOR THE DETAIL IS THE COMPTROLLER GENERAL'S OPINION: 64 Comp. Gen. 370, 380 (1985).]

The Loaning Agency has determined that this detail involves matter(s) that are similar or related to matter(s) ordinarily handled by the Loaning Agency and will aid the Loaning Agency in accomplishing a purpose for which its appropriations are provided. **[This determination must be considered first and used if applicable. If the loaning agency makes this determination, specify the loaning agency's missions that the detailee's work supports and explain how that work will support those missions during the detail];**

OR

The Loaning Agency has determined that the detail's fiscal impact on its appropriation is *de minimis*. **[If the loaning agency relies on this determination, it must specify how the impact on its appropriation is in fact *de minimis*.]**

IV. RESPONSIBILITIES OF THE PARTIES

a. Time and Attendance. The Employee's time and attendance will be maintained by both parties. The Requesting Agency's timekeeper will report the Employee's time and attendance to the Loaning Agency's timekeeper **[name of loaning agency's timekeeper]** (telephone **[telephone number]**; facsimile **[facsimile number]**) on a biweekly basis, and it will advise the Loaning Agency of the type and amount of any leave used during that period.

b. Employee Evaluations. Upon request by the Loaning Agency, using the performance plan issued to the Employee, the Requesting Agency will provide in writing a descriptive evaluation of the Employee's performance and submit it to the Loaning Agency no later than September 30 of the calendar year or earlier if the detail ends prior to that date.

c. The Requesting Agency agrees to perform the following additional responsibilities: Provide technical and operational support to the Employee for all Requesting Agency activities; provide office space and administrative support to the Employee while detailed to the Requesting Agency [**LIST ANY ADDITIONAL RESPONSIBILITIES**].

d. The Loaning Agency agrees to perform the following additional responsibilities: [**LIST ANY ADDITIONAL RESPONSIBILITIES OR, IF NONE, DELETE THIS ENTIRE PARAGRAPH**].

V. COSTS

The salary and benefits of the detailed employee will continue to be paid by the Loaning Agency.

VI. TERM OF THE DETAIL, AGREEMENT TERMINATION, AND AMENDMENTS

This agreement will become effective when signed by both parties.

[USE ONE OF THE FOLLOWING THREE OPTIONS, AS APPLICABLE. DELETE THE OPTIONS NOT USED.]

[OPTION 1:] The subject detail will commence on **[insert date]**, and it will end on **[insert date]** at which time this agreement will terminate.

[OPTION 2:] The subject detail will commence upon the final signature to this agreement, and it will end on **[insert date]** at which time this agreement will terminate.

[OPTION 3:] The subject detail will commence upon the final signature to this agreement, and it will end **[insert number of days]** days thereafter at which time this agreement will terminate.

[IF THE DETAIL WILL BE UNDERTAKEN ON A PART-TIME BASIS, INCLUDE A SENTENCE DESCRIBING HOW. FOR EXAMPLE: This detail will be undertaken on a part-time basis whereby the Employee will report to the Requesting Agency three days per week.]

This agreement may be amended by mutual written consent of the parties prior to its termination date. Any party may terminate this agreement by providing **[insert number of days]** day's written notice to the other party. This agreement is subject to the availability of funds.

VII. RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall

forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

VIII. CONTACTS

The contacts of each party to this agreement are:

[Name of Requesting Agency's contact person]
[Title]
[Address]
Phone:
Fax:
E-mail:

[Name of Loaning Agency's contact person]
[Title]
[Address]
Phone:
Fax:
E-mail:

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change.

[Name]
[Title]
[Requesting Agency Name]
[Address]
[Email address]

Date

[Name]
[Title]
[Loaning Agency Name]
[Address]
[Email address]

Date