

MEMORANDUM OF UNDERSTANDING BETWEEN

[Name of Employing Agency]

AND

[Name of Gaining Agency]

REGARDING

SES Candidate Development Program Candidate

I. INTRODUCTION

The **[Name of Employing Agency]** hereby enters into an understanding regarding the temporary developmental assignment for **[Candidate's Name]**, SES Candidate Development Program (SESCDP) candidate employed by **[Name of Gaining Agency]**. The assignment shall be made on a non-reimbursable basis, whereby **[Name of Employing Agency]** will continue to pay the Candidate's salary and benefits in accordance with the provisions set forth here and will not be obligated for any additional funds during the period of the developmental assignment unless expressly stated below.

II. AUTHORITIES

[Name of Gaining Agency] has authority to provide a developmental assignment for the SESCDP candidate employed by **[Name of Employing Agency]** under the provisions of 5 C.F.R. § 412.

III. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to provide for the assigning, tracking, and accounting of personnel on a developmental assignment and to stipulate the roles and responsibilities of the Employing Agency, Gaining Agency, and SESCDP candidate.

IV. GENERAL INFORMATION

A. **[SESCDP candidate's Name]** has accepted a developmental assignment in the **[Name of Office and Name of Gaining Agency]**. The office is located at: _____. The supervisor for the SESCDP candidate during the developmental assignment will be _____.

B. The start date of developmental assignment will be _____.

- C. The end date of the developmental assignment will be _____.
- D. This Developmental Assignment may be extended for _____ upon written mutual consent of the Employing Agency and Gaining Agency.
- E. The SESCDP candidate will remain on the rolls of **[his/her]** employing agency in **[his/her]** permanent position of record during the developmental assignment. The employing agency retains the right to effect such personnel actions as necessary and required in accordance with its personnel management policies.
- F. Position title of record for the SESCDP candidate is:
_____.
- G. The Grade/Band of the SESCDP candidate is:_____.
- H. Duty Location of the SESCDP candidate at Employing Agency is:_____.
- I. Duty Location of the SESCDP candidate at Gaining Agency is:
_____.
- J. If a specific security clearance is required, this agreement is contingent upon the candidate's successful adjudication and receipt of a **[Name of Clearance]**. The Gaining Agency will be responsible for the costs of obtaining the security clearance.

V. RULES, REGULATIONS, AND POLICIES

- A. [SESCDP candidate]:**
- remains subject to the Standards for Ethical Conduct for Employees of the Executive Branch as noted by 5 C.F.R. Part 2635;
 - is bound by any other laws and regulations applicable to Federal employees including, but not limited to, representations as attorney or agent for any person (18 U.S.C. Section 203 and 205); political activity (Hatch Act, 5 U.S.C. Sections 7321-7326); financial conflicts of interest (18 U.S.C. Section 208); post-employment restrictions (18 U.S.C. Section 207); and salary supplementation prohibitions (18 U.S.C. Section 209);
 - will be required to comply with all of the Employing Agency's supplemental ethics regulations.
- B. The Federal tort claims statutes and any other Federal tort liability statutes shall apply to [SESCDP candidate].**
- C. The rules and policies that govern the internal operation and management of the gaining agency are applicable to the SESCDP candidate.**

VI. RESPONSIBILITIES OF THE PARTIES

A. Time and Attendance.

[SESCDP candidate's name] time and attendance will be maintained by the Gaining Agency and the Employing Agency. The Gaining Agency's timekeeper will report the SESCO candidate's time and attendance to the Employing Agency's timekeeper ([telephone number], [appropriate facsimile number], [appropriate email address]) on a biweekly basis and will advise the Employing Agency by 12:00 noon on the last Friday of every pay period of the hours worked and type and amount of any leave used during that period.

Employee will not be permitted to perform the duties of the assignment on Federal holidays, or to work in excess of 40 hours per week, without prior, written permission from the employee's supervisor at the Employing Agency. Failure to abide by this provision will constitute grounds for terminating this Agreement immediately.

B. SESCO candidate's Performance Evaluation.

Upon the request by the Employing Agency, using the performance plan issued to the SESCO candidate, the Gaining Agency will provide in writing a descriptive evaluation of [SESCDP candidate's name] performance and submit it to the Employing Agency within two weeks of the end of the developmental assignment period.

C. The Gaining Agency agrees to perform the following responsibilities:

- Provide technical and operational support to the SESCO candidate for all of the Gaining Agency activities
- Provide office space and administrative support to the candidate while assigned to the Gaining Agency
- Provide SESCO candidate with the following duties and tasks:
 - [List Developmental Assignment Duties]

D. The Employing Agency agrees to perform the following additional responsibilities:

- [List Responsibilities]

VII. TRAVEL AND TRAINING

- ### **A.**
- All travel and training required by the Gaining Agency during the assignment will be paid by the Gaining Agency.

VIII. CONTACTS

The contacts of each party to this agreement are:

	Name & Title	Phone #	E-mail	Location
SESCDP candidate				
Employing Agency Supervisor				
Gaining Agency Supervisor				
Finance Employing Agency				
Finance Gaining Agency				
Agency SESCO candidate Coordinator for Employing Agency				
Agency SESCO candidate Coordinator for HR Gaining Agency				
Employing Agency Timekeeper				
Gaining Agency Timekeeper				

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.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This agreement will become effective when signed by all parties. The agreement will terminate on [date].

NOTE: The duration of any assignment may be amended at any time by mutual consent of the parties. Any party may terminate this agreement by providing two weeks written notice to the other party. This agreement is subject to the availability of funds.

X. OTHER PROVISIONS

Should disagreement 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 on interpretation is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this agreement may be conducted at any time. The Office of the Inspector General, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

[The following paragraph is to be used only when the agreement is with another Federal Government partner:

Nothing herein is intended to conflict with current [**Name of Employing Agency**] or [**Name of Gaining Agency**] directives. If the terms of this agreement are inconsistent with existing directives of either of the agencies entering into this agreement, then those portions of this agreement which are determined to be inconsistent shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the agreement, all necessary changes will be accomplished by either an amendment to this agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both parties.]

[Employing Agency Official's Name]
[Position Title]
[Agency]

Signature

[Gaining Agency Official's Name]

[Position Title]

[Agency]

Signature

[SESCDP candidate's Name]

[Position Title]

[Agency]

Signature