



## Intergovernmental Personnel Act (IPA) Assignment Agreement

### PRIVACY ACT STATEMENT

**Authority:** 5 U.S.C. 3373 and 3374; E.O. 9397, as amended by E.O. 13478, for the Social Security Number (SSN).

**Purpose:** To collect information to manage and document the assignment of employees to or from state or local governments.

**Routine Uses:** The personal information and SSN are used by the U.S. Agency for International Development (USAID) to determine eligibility for the Intergovernmental Personnel Act (IPA), and to formally document and record your temporary assignment to or from a state or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personal and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or federal income taxing agencies.

**Disclosure:** Providing personal information including your SSN is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Personnel Act assignment program.

This form is considered Sensitive But Unclassified (SBU) when filled in.

### INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of Title IV of the Intergovernmental Personnel Act (IPA) of 1970 (5 U.S.C. 3371-3376).

Copies of the completed and signed agreement should be retained by each signatory. Procedural questions on completing the assignment agreement form, or on other aspects relating to the IPA program should be addressed to the Bureau’s servicing HR Specialist.

The term “non-federal organization,” when appearing in this form refers to State and local governments, institutions of higher education, Indian tribal governments, and any other eligible organizations.

### PART 1 – NATURE OF ASSIGNMENT AGREEMENT

1. Check Appropriate Box:

New Agreement

Modification of Existing Agreement

Extension of Existing Agreement

### PART 2 – INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (last, first, middle)

3. Social Security Number (last 4 digits)

4. Home Address (street, city, state, and zip code)

5. Has participating employee ever served on a previous IPA assignment?

Yes (complete box 6)

No (omit box 6)

6. Dates of previous IPA assignment(s) (month year) (attach additional sheets as necessary)

1st Assignment From: To:

2nd Assignment From: To:

3rd Assignment From: To:

**NOTE:** If the participating employee has served on four continuous years of IPA assignments, there must be a 12-month return to duty in their home position before entering into a new IPA assignment. Successive assignments without a break of 60 calendar days are continuous. Federal employees may only serve a total of six years during their federal career unless assignment is to an Indian tribe or tribal organization.

**PART 3 – PARTIES TO THE AGREEMENT**

7. Federal Agency (list bureau/office/mission)	8. Non-Federal Organization Name
9. Is assignment being made through a faculty fellows program?  Yes (complete box 10)      No (omit box 10)	10. Faculty Fellows Program Name

**PART 4 – POSITION DATA**

**A. Current Position Held by the Participating Employee**

11. Employment Office Name and Address (building, street, city, state, and zip code)
12. Employee’s Position Title
13. Office Telephone No. (include area code)
14. Immediate Supervisor (name and title)

**B. Current Appointment Type of the Participating Employee**

15. Federal Employee (check one) Career Competitive      Other (specify)	
15A. Series/Grade Level	15B. Salary
16. Non-Federal Employee is Employed: (check one) In a Career Position In a Career Position Equivalent (specify below) Other (specify below)	16A. Original Date Employed by the Non-Federal Organization (mm/dd/yyyy) (must be employed at least 90 days)
16B. Non-Federal Employee Salary (specify per annum, per day, or per hour)	

**C. IPA Assignment Position**

17. Employment Office Name and Address (building, street, city, state, and zip code)
18. Employee’s Position Title
19. Office Telephone No. (include area code)
20. Immediate Supervisor (name and title)

**PART 5 – TYPE OF ASSIGNMENT**

21. Check the appropriate boxes

- |                                 |  |
|---------------------------------|--|
| On detail from USAID            | Full Time                              |
| On leave without pay from USAID | Part Time (specify percentage of time) |
| On detail to USAID              | Intermittent (specify)                 |
| On appointment in USAID         |  |

22. Period of Assignment (mm/dd/yyyy)

From:                      To:

**PART 6 – REASON FOR MOBILITY ASSIGNMENT**

23. Indicate the reasons for this IPA assignment and include a brief statement of how the goals will be achieved. Discuss how the work will benefit the participating federal and non-federal co-sponsoring organizations. Indicate also how the employee’s newly acquired skills will be used at the completion of this assignment. Also specify whether and how the assignment will be evaluated at its conclusion.  
(Attach additional sheets as necessary.)

**PART 7 – POSITION DESCRIPTION**

24. List the major duties and responsibilities to be performed while on the IPA assignment. (If in a federal agency, may be an established classified position, or a set of ad hoc unclassified duties relevant to the specific assignment or project). (Attach additional sheets as necessary.)

25. Requirement for Security Clearance  
USAID requires a security investigation appropriate for the security clearance level defined in the position description, and a favorable adjudication of the participating employee’s investigation before they are permitted to perform under the terms of this agreement. (Specify the security clearance requirement for this assignment).

**PART 8 – EMPLOYEE BENEFITS**

26. Rate of annual basic pay during the assignment	27. Special Pay Conditions (indicate routine or other adjustments in salary applying to all employees, or to individual employees after a prescribed length or service, or as a merit pay adjustment)  Routine: _____ Other: _____
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<p>28. Check the boxes to indicate which holidays the employee will observe during the assignment</p> <p>Federal</p> <p>Other (specify)</p> <p>Both</p>	<p>29. Annual leave benefits for which the employee is eligible during the assignment</p>																				
<p>30. Sick leave benefits for which the employee is eligible during the assignment</p>																					
<p>31. Official authorized to approval annual or sick leave during the assignment</p>																					
<p>32. Procedures for reporting time and attendance and approving annual or sick leave during the assignment</p>																					
<p>33. Indicate any requirements or responsibilities related to employee's supervision and performance appraisal during the assignment</p>																					
<p>34. Federal and non-federal officials designated to report and receive time and attendance information during the assignment</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"></td> <td style="text-align: center;"><b>Reporter</b></td> <td style="width: 50%;"></td> <td style="text-align: center;"><b>Receiver</b></td> </tr> <tr> <td>Name:</td> <td></td> <td>Name:</td> <td></td> </tr> <tr> <td>Title:</td> <td></td> <td>Title:</td> <td></td> </tr> <tr> <td>Telephone:</td> <td></td> <td>Telephone:</td> <td></td> </tr> <tr> <td>Email:</td> <td></td> <td>Email:</td> <td></td> </tr> </table>			<b>Reporter</b>		<b>Receiver</b>	Name:		Name:		Title:		Title:		Telephone:		Telephone:		Email:		Email:	
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**PART 9 – FISCAL OBLIGATIONS**

35. Cost-Sharing of Salary and Allowable Expenses. (Attach relative benefit worksheet (see ADS 437) or justification as appropriate).

	Federal Share		Non-Federal Share		Total Costs	
	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
Annual Salary (or monthly salary annualized)						
Annual Employee Benefit Costs						
Total Annualized Salary and Benefit Costs						
Authorized Relocation Expenses (if applicable)						
Travel (if applicable)						
Other (if applicable, must not include indirect or administrative costs associated with an assignment)						
<b>Grand Total</b>						

36. Federal and non-federal officials responsible for carrying out financial terms of agreement.

<b>Federal</b>		<b>Non-Federal</b>	
Name:		Name:	
Title:		Title:	
Telephone:		Telephone:	
Email:		Email:	

37. Accounting data, if applicable, and billing/payment method (specify)

**PART 10 – OPTIONS**

38. Federal Benefit Options. (To be paid by the non-federal organization for all or part of the cost of the federal employee's benefits.)

	<b>Covered</b>	<b>N/A</b>
Federal Employees Group Life Insurance		
Federal Retirement System		
Federal Employee Health Benefits		

39. Non-Federal Benefit Options. (List benefits to be paid by the non-federal organization for non-federal employee being assigned to USAID. Also include a statement certifying coverage in the non-federal organization's employee benefit programs that are elected by a USAID employee on leave without pay from USAID to the non-federal organization. (Attach additional sheets as necessary.)

40. Other Benefits. (List any other employee benefits to be made part of this agreement.)

**PART 11 – TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES**

41. Indicate whether (1) USAID or the non-federal organization will pay travel and transportation expenses to, from, and during the assignment as specified in 5 C.F.R. 334, and (2) which travel and relocation expenses will be included.

42. List other travel, transportation, meeting, or conference attendance costs, etc., for which the employee will be reimbursed. (Attach additional sheets as necessary).

## **PART 12 – CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT**

43. Applicable federal, state, or local conflict of interest laws have been reviewed with the employee to ensure that conflict of interest situations do not inadvertently arise during this assignment.

44. The employee has been notified of laws, rules and regulations, and policies on employee conduct that apply to them while on this assignment.

A non-federal employee on assignment to a federal agency, whether by appointment or on detail, is subject to a number of provisions of law governing the ethical and other conduct of federal employees. Title 18, United States Code, prohibits certain kinds of activity:

- Receiving compensation from outside sources for matters affecting the government (section 203);
- Acting as agent or attorney for anyone in matters affecting the government (section 205);
- Acting or participating in any matter in which they, the immediate family, partner, or the organization with which they are connected has a financial interest (section 208);
- Receiving salaries or contributions from other than government sources for their own government services (section 209);
- Soliciting political contributions (sections 602 and 603);
- Intimidating to secure political contributions (section 606);
- Failing to account for public money (section 643);
- Converting property of another (section 654);
- Disclosing confidential information (section 1905); and
- Lobbying with appropriated funds (section 1913).

Non-federal employees are also subject to the Ethics in Government Act of 1978, 5 C.F.R. part 2635, which regulates employee responsibilities and conduct, as well as agency standards of conduct regulations. The Intergovernmental Personnel Act does not exempt a federal employee, whether on detail or on leave without pay, from federal conflict-of-interest statutes when assigned to a non-federal organization. The federal 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 had a direct and substantial interest. The federal agency 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.

Non-federal employees on assignment to the federal government are subject to the provisions of 5 U.S.C. Chapter 73, United States Code (suitability, security, and conduct, including restrictions on political activity), and any applicable non-federal prohibitions.



**PART 13 – APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

45. Initial applicable/appropriate items:

- A. \_\_\_\_\_ I will observe the rules and policies governing the internal operation and management of the agency or organization to which I am assigned.
- B. \_\_\_\_\_ I understand that my assignment may be terminated at any time at the option of the federal agency or the non-federal organization.
- C. \_\_\_\_\_ I understand that any travel and transportation expenses (or per diem or relocation expenses) covered from federal agency appropriations may be recoverable as a debt due the United States if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. \_\_\_\_\_ I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. \_\_\_\_\_ I agree to return to federal service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I understand that I will be liable to the United States for all expenses (except salary and benefits) of my assignment. (For federal employees only)
- F. \_\_\_\_\_ I understand, as a non-federal employee assigned to a federal agency, that I may return to my non-federal position occupied prior to my assignment or to one of comparable pay, duties, and seniority and that my employee rights and benefits are fully protected. (For non-federal employees only)
- G. \_\_\_\_\_ I agree to participate in a post-assignment evaluation after conclusion of the assignment.

**PART 14 – CERTIFICATION OF ASSIGNED EMPLOYEE**

46. In signing this agreement, I certify that I understand and will comply with the terms of this agreement and the rules, regulations, and policies as indicated in Part 13 above.

Participating Employee's Typed Name	Signature of Participating Employee	Date
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**PART 15 – SIGNATURE OF APPROVING OFFICIALS**

47. In signing this agreement, we certify that:

- The description of duties and responsibilities is current, and fully and accurately describes those of the assigned employee;
- This assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- The employee is serving in a federal agency under a career or career-conditional appointment, including a career appointee in the Senior Executive Service, an appointment of equivalent tenure in an excepted service position, or has been employed for at least 90 days in a career position with a state, local, or Indian tribal government, institution of higher education, or other eligible organization;
- At the completion of the assignment, the participating employee will be returned to the position they occupied at the time this agreement was entered into or a position of like seniority, status, and pay.

USAID Authorizing Official's Typed Name	Signature of USAID Authorizing Official	Date
Non-Federal Official's Typed Name	Signature of Non-Federal Authorizing Official	Date