

**[Instructions for using this 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

REIMBURSABLE DETAIL

BETWEEN THE

**[Name of Lending Agency]**  
LENDING 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 OPTION 1 OR 2 BELOW, AS APPLICABLE. DELETE THE OPTION THAT DOES NOT APPLY AND THIS INSTRUCTION PARAGRAPH.]**

**[OPTION 1:]** The Economy Act, 31 U.S.C. § 1535, which provides that an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if: (A) amounts are available; (B) the ordering agency decides the order is in the best interest of the United States Government; (C) the agency to fill the order is able to provide or get by contract the ordered goods or services; and (D) the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise (payments must be made on the basis of the actual cost of goods or services provided).

**[IF THE ECONOMY ACT IS CITED AS THE AUTHORITY FOR THE AGREEMENT, A STATEMENT OF DETERMINATION AND FINDING (D&F) EXECUTED BY A CONTRACTING OFFICER OF (OR OTHER OFFICIAL DESIGNATED BY) THE REQUESTING AGENCY AND THE D&F MUST BE ATTACHED TO THE AGREEMENT AS PROVIDED BY THE FEDERAL ACQUISITION REGULATION, 48 C.F.R. § 17.502-2] A SAMPLE D&F IS ATTACHED.**

[**OPTION 2:** If either the Loaning Agency or the Requesting Agency has a more specific statutory authority that permits that provision of services from one agency to another on a reimbursable basis, cite that authority here in lieu of the Economy Act.]

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

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 reimbursable basis. While on detail, the Employee will [provide a clear and succinct description of the work to be undertaken while on detail].

### 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 AND ACCOUNTING DATA

The Requesting Agency will transfer \$[insert dollar amount] to the Loaning Agency as reimbursement for all actual costs (including the Employee's salary and benefits costs) in providing the services contemplated by this agreement. This transfer will be made using the Intergovernmental Payment and Collection System [**CHOOSE:** in advance; in arrears each quarter; in arrears each month; **or, OTHERWISE DESCRIBE HOW THE PAYMENTS WILL BE MADE**].

VI. ACCOUNTING DATA

	[Name of Loaning Agency] Funding Information	[Name of Requesting Agency] Funding Information
Agency Location Code (ALC)		
Treasury Agency Code		
Treasury Account Symbol (TAS)		
Funding Expiration Date (requesting agency)		[Hatched Area]
Business Event Type Code (BETC)		
Business Partner Network Number (BPN)		
Accounting Classification Code Structure (ACCS)		

VII. 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. If the Requesting Agency terminates the agreement, the Loaning Agency is authorized to collect costs incurred prior to the agreement's termination plus any termination costs. The total value of the agreement, including termination costs, will not exceed the amount stated in Section V.

#### VIII. 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.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

#### IX. 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.

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**[Name]**

**[Title]**

**[Requesting Agency Name]**

**[Address]**

**[Email address]**

---

**Date**

---

**[Name]**

**[Title]**

**[Loaning Agency Name]**

**[Address]**

**[Email address]**

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**Date**

**ATTACHMENT**

**DETERMINATION AND FINDING PURSUANT TO 48 CFR 17.502-2**

***[Name of Requesting Agency]*** warrants:

\_\_\_\_\_ that sufficient funding amounts are available;

\_\_\_\_\_ that this agreement is in the best interest of the United States Government; and

\_\_\_\_\_ that the services requested cannot be provided by contract as conveniently or cheaply by a commercial enterprise. ***[NOTE: place a check in each space for each finding to indicate it has been substantiated.]***

It has been determined that this Economy Act order:

\_\_\_\_\_ does not require contracting action by the servicing agency; or

\_\_\_\_\_ does require contracting action by the servicing agency and that one of the following circumstances exists:

\_\_\_\_\_ the acquisition will appropriately be made under an existing contract of the servicing agency, entered into before placement of the order, to meet the requirements of the servicing agency for the same or similar supplies or services;

\_\_\_\_\_ the servicing agency has capabilities or expertise to enter into a contract for such supplies or services which is not available within the requesting agency; or

\_\_\_\_\_ the servicing agency is specifically authorized by law or regulation, *i.e.*, ***[set forth the citation for the law or regulation]***, to purchase such supplies or services on behalf of other agencies. ***[NOTE: place a check in each space above that applies.]***

\_\_\_\_\_  
***[name of official who has authority to sign this D&F, i.e., either a contracting officer or other official designated by the agency to sign the D&F]***

***[title and office]***

***[address]***

***[phone, fax, and e-mail]***

***[name of agency]***

Date: \_\_\_\_\_