

# SAMPLE

## MEMORANDUM OF UNDERSTANDING BETWEEN

[Name of Employing Agency]

AND

[Name of Gaining Agency]

REGARDING

[Full Name of Fellow]  
Presidential Management Fellow

### **I. INTRODUCTION**

The [Name of Gaining Agency] (Gaining Agency) hereby enters into an understanding regarding the temporary developmental assignment (Developmental Assignment) for [Fellow's Name], a Presidential Management Fellow (PMF or Fellow) employed by [Name of Employing Agency] (Employing Agency). The Developmental Assignment shall be made on a non-reimbursable basis, whereby the Employing Agency will continue to pay the Fellow's salary and benefits in accordance with the provisions set forth herein. The Employing Agency will not be obligated for any additional funds during the period of the Developmental Assignment, unless expressly stated below.

### **II. AUTHORITIES**

The Gaining Agency has authority to provide a Developmental Assignment for the Fellow employed by the Employing Agency pursuant to 5 USC 3341 and 5 CFR 300.301 and in accordance with the Individual Development Plan (IDP) approved for the Fellow pursuant to 5 CFR 362.405 (for PMFs under the Pathways Programs regulations). The Developmental Assignment must be in the occupation or functional discipline in which the Fellow will most likely be placed, with full-time management and/or technical responsibilities consistent with the Fellow's IDP.

### **III. PURPOSE**

This document constitutes an agreement between the Employing Agency and the Gaining Agency. 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 set forth the roles and responsibilities of the Employing Agency, the Gaining Agency, and the Fellow.

### **IV. GENERAL INFORMATION**

A. The Fellow has accepted a Developmental Assignment in the [Name of Office] in the Gaining

Agency. The office is located at: **[full address]**. The supervisor for the Fellow during the Developmental Assignment will be **[First and Last Name]**.

**B.** The start date of Developmental Assignment will be **[mm/dd/yyyy]**.

**C.** The end date of the Developmental Assignment will be **[mm/dd/yyyy]**.

NOTE: The length of the temporary Developmental Assignment at the Gaining Agency generally should not exceed 120 days and may be renewed upon the written consent of the parties. In order to qualify for a Developmental Assignment, it must be at least 4 months in duration.

**D.** This Developmental Assignment may be extended for **[## days/weeks]** upon the written mutual consent of the Employing Agency and the Gaining Agency. The duration of the Developmental Assignment at the Gaining Agency, however, should not exceed 6 months.

**E.** The Fellow 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 Fellow is: **[Position Title]**.

**G.** The Grade/Band of the Fellow is: **[Grade/Band Level; e.g., GS-11 (or equivalent)]**.

**H.** Duty Location of the Fellow at the Employing Agency is: **[Employing Agency Duty Location]**.

**I.** Duty Location of the Fellow at the Gaining Agency is: **[Gaining Agency Duty Location]**.

**J.** If a specific security clearance is required, this agreement is contingent upon the Fellow's successful adjudication and receipt of a **[Name of Clearance]**. The Gaining Agency will be responsible for the costs of obtaining the security clearance if the present clearance does not satisfy requirements.

**V. RULES, REGULATIONS, AND POLICIES**

**A. PMF Regulations.**

The training and development requirements for all Fellows can be found under 5 CFR 362.405, of which a copy can be found on the last page of this MOU. A full copy of the PMF Program regulations can be found under the "About Us\Policy" section on the PMF website at [www.pmf.gov](http://www.pmf.gov).

**VI. RESPONSIBILITIES OF THE PARTIES**

**A. Time and Attendance.**

**The Fellow's** time and attendance will be maintained by the Gaining Agency and the Employing Agency. The Gaining Agency timekeeper will report the Fellow's time and attendance to a contact identified in section VIII of this MOU, on a biweekly basis and will advise the Employing Agency by **[time and day]** of every pay period of the hours worked and type and amount of any leave used

during that period.

The Fellow will not be permitted to perform the duties of the Developmental Assignment on Federal holidays, or to work in excess of 40 hours per week, without prior, written permission from the Fellow’s first-line supervisor at the Employing Agency. Failure to abide by this provision may constitute grounds for terminating this MOU immediately.

**B. Fellow’s Performance Evaluation.**

Upon the request by the Employing Agency, using the performance plan issued to the Fellow, the Gaining Agency will provide in writing a descriptive evaluation of the Fellow’s performance and submit it to the Employing Agency within [##] weeks of the end of the developmental period and, in any event, no later than [Month Day] of the calendar year.

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

- Provide technical and operational support to the Fellow for all Gaining Agency activities
- Provide office space and administrative support to the Fellow while assigned to the Gaining Agency
- Provide Fellow with the following duties and tasks:
  - [List Developmental Assignment Duties]
- [List Any Additional Responsibilities, as appropriate]

**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 Fellow at the Gaining Agency during the assignment will be paid by the Gaining Agency.

**VIII. CONTACTS**

The contacts of each party to this agreement (if applicable) are:

	<b>Name and Title</b>	<b>Phone Number</b>	<b>E-mail Address</b>	<b>Location</b>
<b>Presidential Management Fellow</b>				
<b>Employing Agency Supervisor</b>				
<b>Gaining Agency Supervisor</b>				

Agency PMF Coordinator for Employing Agency				
Agency PMF Coordinator for Gaining Agency				
Employing Agency Timekeeper				
Gaining Agency Timekeeper				
[Other, as needed]				

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 within two business days.

**IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION**

This MOU will become effective when signed by all parties. The MOU will terminate on [mm/dd/yyyy].

**NOTE:** The duration of the Developmental Assignment may be amended at any time by the mutual written consent of the parties. Any party may terminate this MOU by providing [##] days’ prior written notice to the other party.

Modification of this MOU will be achieved by executing a separate, subsequent agreed upon written document containing either amendments (changing or eliminating existing provisions) or addenda (adding new provisions).

**X. OBLIGATIONS AND EXPENDITURES**

Nothing in this MOU requires the parties to obligate or expend appropriated funds.

**XI. THIRD PARTY RIGHTS**

This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

**XII. OTHER PROVISIONS**

Should disagreement arise on the interpretation of the provisions of this MOU, or any amendments 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.

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

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

### **XIII. SIGNATURES**

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

\_\_\_\_\_  
Signature

**[Employing Agency Official's Name]**  
**Agency PMF Coordinator**  
**[Employing Agency]**

\_\_\_\_\_  
Signature

**[Gaining Agency Official's Name]**  
**[Position Title]**  
**[Gaining Agency]**

\_\_\_\_\_  
Signature

**[Gaining Agency Official's Name]**  
**Agency PMF Coordinator**  
**[Gaining Agency]**

\_\_\_\_\_  
Signature

**[Fellow's Name]**  
**[Position Title]**  
**[Employing Agency]**

\_\_\_\_\_  
Signature

**Reference:** A copy of the PMF Program regulations pertaining to a Fellow's training and development requirements appears below:

#### **5 CFR 362.405: Development, evaluation, promotion, and certification.**

(a) *Individual Development Plans.* An agency must approve, within 45 days, an Individual Development Plan (IDP) for each of its Fellows that sets forth the specific developmental activities that are mutually agreed upon by each Fellow and his or her supervisor. The IDP must be developed in consultation with the Agency PMF Coordinator and/or the mentor assigned to the Fellow under paragraph (b)(3) of this section.

(b) *Required developmental activities.*

- (1) OPM will provide an orientation program for each class or cohort of Fellows and will provide information on available training opportunities known to it.
- (2) The agency must provide each Fellow a minimum of 80 hours of formal interactive training per year that addresses the competencies outlined in the IDP. Mandatory annual training, such as information security and ethics training, does not count towards the 80-hour requirement.
- (3) Within the first 90 days of a Fellow's appointment, the agency must assign the Fellow a mentor, who is a managerial employee outside the Fellow's chain of command.
- (4) The agency must provide each Fellow with at least one rotational or developmental assignment with fulltime management and/or technical responsibilities consistent with the Fellow's IDP. With respect to this requirement:
  - (i) Each Fellow must receive at least one developmental assignment of 4 to 6 months in duration, with management and/or technical responsibilities consistent with the Fellow's IDP. As an alternative, a Fellow may choose to participate in an agency-wide initiative or other Presidential or Administration initiative that will provide the Fellow with the experience he or she would have gained through the 4-to-6-month developmental assignment; and
  - (ii) The developmental assignment may be within the Fellow's organization, in another component of the agency, or in another Federal agency.
- (5) The Fellow may receive other short-term rotational assignments of 1 to 6 months in duration, at the agency's discretion.