

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF DEFENSE  
AND  
THE DEPARTMENT OF ENERGY  
REGARDING REIMBURSABLE DETAILS OF PERSONNEL**

**ARTICLE I  
PARTIES AND PURPOSE**

1. This Memorandum of Understanding (MOU) between the Department of Defense (DoD) and the Department of Energy (DOE) sets forth the terms and conditions under which the DOE (the detailing Agency) may detail personnel on a reimbursable basis to the U.S. Africa Command (USAFRICOM).
2. This MOU is supported by the following legal authorities and agency regulations: the Economy Act of 1932, Title 31 U.S. Code §1535, as amended; DoD Instruction 4000.19, "Interservice and Intragovernmental Support;" section 646 of the Department of Energy Organization Act, Pub. L. No. 95-91, as amended; and 42 U.S.C. § 7256.

**ARTICLE II  
BACKGROUND AND OBJECTIVES**

1. The President directed the Department of Defense (DoD) to establish USAFRICOM to strengthen U.S. security cooperation with Africa and to create new opportunities to bolster the capabilities of our partners in Africa. USAFRICOM will enhance our efforts to bring peace and security to the people of Africa. USAFRICOM assumes responsibility for DoD activities in Africa from the three Combatant Commands that previously held such responsibility.
2. DOE and DoD agree that DOE employees detailed to USAFRICOM can provide specialized expertise and unique technical knowledge, and make essential contributions to facilitate USAFRICOM mission accomplishment.

**ARTICLE III  
SPECIFIC RESPONSIBILITIES**

1. DOE will:
  - a. Detail qualified personnel to the positions identified within USAFRICOM, as mutually agreed by DOE and DoD. The detail period will normally be no longer than three years, subject to availability of funding in each fiscal year. The Parties recognize that it may be necessary to adjust the detail period to conform to DOE's assignment policies. The Departments of Energy and Defense, may, by mutual consent, extend the detail for additional one-year periods for a maximum tour length not to exceed five years, subject to availability of funding.

b. Provide appropriate access to all necessary administrative and support elements and offices of DOE for detailees. If required, DOE will provide all necessary equipment specific or unique to DOE's mission to ensure such connectivity to USAFRICOM for installation, and will coordinate with USAFRICOM to ensure such equipment is compatible with USAFRICOM equipment.

c. Pay the detailees' salaries (including premium pay, if authorized), relocation costs, applicable allowances and differentials, and funded fringe benefits authorized under statutes and regulations of DOE.

d. Provide to USAFRICOM a memorandum detailing all estimated costs associated with the detailee and a breakdown of such costs, upon the selection of the detailee.

e. Ensure that each detailee has current security clearances (or the ability to obtain one prior to the detail), access commensurate with the duties to be performed for USAFRICOM, and current training on the appropriate handling and dissemination of classified and sensitive information.

f. Provide funding for all DOE-specific missions and training that may be performed by the detailee during the period of the detail upon mutual agreement of DOE and Commander, USAFRICOM, or their designees.

**2. DoD will:**

a. Provide to DOE a position description for each detailee position. Each position description will include, at a minimum, the job title; significant duties, including any supervisory or management duties; required security clearance; the detailee's supervisory chain; and duty location.

b. Confirm in writing to DOE either the selection or acceptance of each detailee.

c. Provide detailees with office space and related equipment and support (e.g., computers, web access, email accounts, telephone and facsimile services), transportation, supplies, and administrative and logistical support on the same basis as provided to DoD military personnel and civilian employees of equivalent pay grades and responsibilities assigned to USAFRICOM.

d. Provide security support and exercise force protection responsibilities over detailees in accordance with 10 U.S.C. 164, 22 U.S.C. 4802, and the Memorandum of Agreement between Commander, U.S. European Command and Chief of Mission, American Embassy Berlin, promulgated pursuant to the 1997 Department of State-Department of Defense MOU on Security of DoD Elements and Personnel in Foreign Countries.

e. Provide to detailees housing referral services or access to government housing on a space-available, reimbursable basis, in accordance with 5 U.S.C. 5912 (subject to the restrictions contained in 5 U.S.C. 5536), as implemented in DoD Housing Management Manual, DoD

4165.63-M. Assignment priorities will also be in accordance with guidelines set forth in DoD 4165.63-M.

f. Provide medical care, in military medical treatment facilities, to detailees and their eligible dependents on a space-available, reimbursable basis, consistent with DoD Instruction 1000.13, under which detailees will be expected to maintain health insurance coverage through the Federal Employees Health Benefit Program or another appropriate plan.

g. Provide eligible school-age dependents of detailees with access to educational services at DoD Dependents Schools on a space-available, reimbursable basis, in accordance with 20 U.S.C. 932, 923, as implemented in DoD Education Activity Regulation 1342.13.

h. Reimburse DOE each year for the salary, relocation costs, applicable allowances or differentials, and funded fringe benefits of each detailee, based on the information provided in the Interagency Reimbursable Agreement.

i. Provide funding and associated costs for each detailee's USAFRICOM-specific activities (e.g., USAFRICOM-related travel) and training.

j. Consider detailees, who are U.S. government civilian employees, as members of the civilian component of the United States' forces within the meaning of the NATO SOFA and the German Supplemental Agreement. As such, detailees and their eligible dependents will thus be eligible for the same privileges, exemptions, and immunities as DoD civilian employees and their dependents.

k. Provide performance evaluations [or applicable input to the evaluations] for detailees in accordance with the DOE's applicable policies and regulations. The applicable authorities are: 5 U.S.C. § 4302; 5 C.F.R. § 430.204; and Employee Performance Management System, DOE O 331.1B Chg 1, June 27, 2001. DOE detailees will be rated [or input provided] by the USAFRICOM first line supervisor. All rating evaluations will be provided to DOE.

l. Make available to detailees and their eligible dependents command-sponsored services and amenities, including commissary, morale, welfare and recreation, and exchange privileges, in accordance with DoD Instruction 1000.13, and other applicable regulations.

#### ARTICLE IV AMENDMENTS

This MOU may be amended in writing as mutually agreed. This MOU is subject to revision upon relocation of the USAFRICOM Headquarters to Africa.

#### ARTICLE V RESOLUTION OF DISAGREEMENTS

1. Nothing in this MOU is intended to conflict with applicable statutes, regulations, or policies of DoD, USAFRICOM, or DOE. If any terms or conditions of this MOU are determined to be

inconsistent with such regulations or policies, then those terms or conditions will be deemed invalid, but the remaining terms and conditions will remain in effect.

2. This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of either Party. This MOU shall not be construed to provide a private right of action or cause of action for or by any person or entity.

3. Any disagreement on the interpretation of this MOU that cannot be resolved at the operating level may be referred to higher authorities for resolution.

#### ARTICLE VI FUNDING AND ADMINISTRATIVE ARRANGEMENTS

1. This MOU does not result in the transfer of funds or other financial obligations between the Parties. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Further, no provision of this MOU will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341.

2. Subsequent funding agreements will provide for reimbursement under the authority of the Economy Act of 1932, Title 31 U.S. Code §1535. These agreements will set forth the procedure and timing for the reimbursement.

3. This MOU in no way restricts either of the Parties from participating in any activity with other public or private agencies, organizations, or individuals.

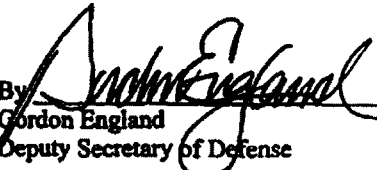
#### ARTICLE VII DATE OF EFFECTIVENESS, REVIEW, AND TERMINATION

1. This MOU will become effective immediately upon final signature.

2. This MOU may be terminated by mutual written agreement, or upon 90 days written notice of termination provided by one signatory to the other. A final accounting of all amounts owed or property provided will be made, regardless of the date of termination.

3. The signatories agree to review this MOU annually, or sooner if mutually agreed.

DEPARTMENT OF DEFENSE

By:   
Gordon England  
Deputy Secretary of Defense

7-25-08  
(date)

DEPARTMENT OF ENERGY

By:   
Jeffrey F. Kupfer  
Acting Deputy Secretary of Energy

9/4/08  
(date)