

**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. Central Command (USCENTCOM).
- 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.

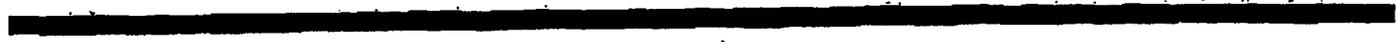
**ARTICLE II
BACKGROUND AND OBJECTIVES**

DOE and DOD agree that DOE employees detailed to USCENTCOM can provide specialized expertise and unique technical knowledge, and make essential contributions to facilitate USCENTCOM mission accomplishment.

**ARTICLE III
SPECIFIC RESPONSIBILITIES**

- 1. DOE will:
 - a. Detail qualified personnel to the positions identified within USCENTCOM, 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 connectivity to USCENTCOM systems and will coordinate with USCENTCOM to ensure such equipment is compatible with USCENTCOM equipment.

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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 USCENTCOM 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 USCENTCOM 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, USCENTCOM, or their designees.

2. CENTCOM will perform the following activities under DOD oversight and supervision:

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 USCENTCOM.

d. 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.

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

f. 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 331.1 B Chg 1, June 27, 2001. DOE

detailees will be rated [or input provided] by the USCENTCOM first line supervisor. All rating evaluations will be provided to DOE.

ARTICLE IV AMENDMENTS

This MOU may be amended in writing as mutually agreed.

ARTICLE V RESOLUTION OF DISAGREEMENTS

1. Nothing in this MOU is intended to conflict with applicable statutes, regulations, or policies of DOD, USCENTCOM, 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 between the Parties. 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 effectuate the obligation and transfer of funds and services and set forth the procedure and timing for the reimbursement authorized by this MOU.
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.

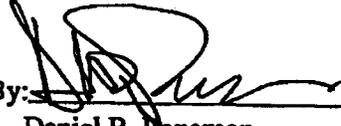
DEPARTMENT OF DEFENSE

By: 
William J. Lynn III
Deputy Secretary of Defense

MAR 07 2009

(date)

DEPARTMENT OF ENERGY

By: 
Daniel B. Poneman
Deputy Secretary

June 26, 2009

(date)