TERRITORIAL ROTATION AGREEMENT

(See Privacy Act Statement on Page 3)

1. Name (Last Name, First Name, Middle Initial)

2. Social Security Number

3. Place of Actual Residence in the U.S. (Street Address, City or Territory, State and Postal Code) (use GSA 5047 to determine)

3a. ☐ If no U.S. Place of Actual Residence during this tour, check this box.

4. Location of Territorial Post (City, Territory Name)

5. Duty Station Code (9 digits)

6. Type of Territorial Post and Post Name *(Check One)*

☐ Department of Defense (DoD) Joint Base ☐ Army Installation ☐ Navy Installation ☐ Air Force Installation

☐ U.S. Embassy ☐ U.S. Consulate ☐ GSA Federal Building ☐ Other

6a. Name of Territorial Post (e.g. "Naval Base Guam" Leave blank if a military spouse remote employee)

7. Sponsoring Agency or Department Serviced by this Agreement *(Check One)*

☐ Army (DoD) ☐ Navy (DoD) ☐ Air Force (DoD) ☐ U.S. State Department ☐ U.S. Territorial Commercial Service

☐ Other ☐ Check this box if no sponsor

7a. Projected Date of Arrival at Territorial Post (MM/DD/YYYY)

7b. Tour of Duty End Date (MM/DD/YYYY)

8. Appointee's Organization (Service or Staff Office) *(Check box or complete as appropriate)*

☐ GSA Federal Acquisition Service (FAS) ☐ GSA Public Buildings Service (PBS)

☐ GSA Staff Office (name):

8a. Organization Code (8 digits)

8b. U.S. Post for Assignment Upon Expiration of the Final Territorial Tour (City, State or Territory)

8c. Duty Station Code (9 digits)

9. LENGTH OF ASSIGNMENT

You will be assigned to the territorial post listed above for an initial period of 24 months.

Completion of this period vests rights for GSA's payment of return relocation. This form is used just for the initial assignment. For renewal, use GSA 5049 instead.

10. TRAVEL AND TRANSPORTATION EXPENSES TO AND FROM THE TERRITORIAL POST

The cost involved in your travel and transportation (including that of immediate family and household goods, if authorized) to your Territorial post will be paid by the GSA with the understanding that you will remain in service outside the United States for a period of one year (i.e., 12 months or 26 pay periods) following the date of your arrival in the territory.

Return transportation expenses will be paid by the GSA if you complete the tour of duty prescribed above in Question 9. These expenses will be paid according to your "place of actual residence": _____ (i.e., U.S. City, State or Territory).*

*Travel and transportation expenses will be paid according to the "place of actual residence." The GSA Office of Human Resources Management (OHRM) is responsible for determining the "place of actual residence" prior to the employee's actual departure for a Territorial assignment.

11. HOME LEAVE AND 45-DAY LEAVE ACCRUAL

Appointees who meet the requirements of the United States Code at 5 U.S.C. § 6304(b) for the maximum accumulation of 45 days of annual leave per year are also eligible for "home leave" under 5 U.S.C § 6305(a).

To be eligible for home leave, the job candidate must have either: (a) been transferred from the U.S. to the Territorial area, or (b) been hired within the Territorial country but: (1) was originally recruited from the United States or its territories or possessions, (2) has been in substantially continuous employment by other agencies of the United States, United States firms, interests, or organizations, international organizations in which the United States participates, or Territorial governments, and (3) had prior conditions of employment that provided for return transportation to the United States (or its territories or possessions). *Check One*

☐ This job candidate is eligible for 45-day annual leave accrual and home leave

☐ This job candidate is ***not*** eligible for 45-day annual leave accrual and home leave

12. DIFFERENTIALS AND ALLOWANCES

This position has been approved for the following *(check all that apply)*:

☐ Cost of Living Allowance (COLA) ☐ Post Differential

13. EFFECT OF FAILURE TO FULFILL TERMS OF AGREEMENT

In the event you fail to fulfill the terms of this agreement, (i.e., 1-year of service in Questions 10 and 14), or any subsequent agreement, any money expended by the GSA on account of Permanent Change of Station (PCS) travel and transportation shall be recovered from you as a debt due to the United States, under the conditions specified in 5 U.S.C. Chapter 57 and the Code of Federal Regulations at 41 C.F.R. Part 302. You will only be required to make such restitution as is required by law and regulation (e.g., 31 U.S.C. Chapter 37 and 5 U.S.C. § 5514).

14. CERTIFICATON

Note: In some circumstances, relocation to the U.S. territory will be paid for by DoD, rather than GSA, usually when the GSA employee is a considered dependent on a military spouse's travel orders. Even in these circumstances, we request that the employee or job candidate sign the below statement in the rare event that GSA must pay for return relocation.

Under 5 U.S.C. § 5722, 5724, and 5724a, and the Federal Travel Regulations at 41 C.F.R. § 302-2.14, I agree to remain in the service of GSA for a period of at least 1 year following GSA's payment, or reimbursement, of PCS relocation expenses. I understand that if I do not complete this service period, I will be considered indebted for those relocation expenses.

I also understand that if I voluntarily separate from GSA (due to agency transfer, voluntary retirement, resignation, etc.) before completion of the tour of duty specified in this agreement that GSA is under no obligation to pay for the transportation of myself, my family, and household goods and personal effects from my Territorial post of duty back to my place of actual residence within the United States. If, however, the tour of duty cannot be completed because of a reason outside of your control, GSA may pay for your return relocation (United States Comptroller General Decision B-191081 (1978)).

I hereby certify that I have read and understood the foregoing statements and agree to the terms discussed above.

_____ _____

(Signature of Job Candidate) (Date)

_____ _____

(Signature of Selecting Official or OHRM specialist) (Date)

15. CANCELLATION

As described within 41 C.F.R. § 302.215, sometimes circumstances occur that are beyond an employee's control and which may lead to an employee returning to the U.S. (or U.S. Territory or Possession) and/or separating from Government service before the 1-year service agreement period has ended. In these situations, this service agreement can be canceled by GSA, relieving the employee of financial responsibility from not completing the required period of Territorial service. Examples of appropriate cancellation include: personal or family medical emergency, medical evacuation, approval for disability retirement, or other similar unexpected circumstance. Cancellation can be documented below.

Name of GSA Program Office (e.g., FAS)

Name of GSA Official within Program Office (i.e. PBS or FAS Regional Commissioner, or designee, per GSA Order 5450.170 ADM D)

Title of GSA Official

Reason for Cancellation	Date (MM/DD/YYYY)

PRIVACY ACT STATEMENT

Information collected via this form is pursuant to federal law, in particular: 5 U.S.C. § 6304(b) [45-day annual leave accrual ceiling], 5 U.S.C. § 6305(a) [home leave], and 5 U.S.C. §§ 5722, 5724 and 5724a [Permanent Change of Station (PCS) relocation benefits]. Disclosure is mandatory under the home leave and leave accrual authorities so that the correct pay and benefits can be provided upon appointment, transfer or reassignment. Disclosure is required under the PCS authority by Federal Travel Regulations at 41 C.F.R. § 302-2.14 to facilitate relocation benefits processing. The information collected via this form will only be used by OHRM and the employee's supervisor under the provisions of 5 U.S.C. § 552a(b)(3) [routine use]. Such information is not releasable to the general public due to 5 U.S.C. § 552(b)(6) and will be stored within the Office of Personnel Management's (OPM) Electronic Personnel Folder (eOPF) application, under System of Record Notice (SORN) "OPM/GOVT-1" via the Federal Register at 77 FR 73694 (December 11, 2012). A job candidate's failure to provide the information requested on this form may lead to the erroneous payment of benefits, or, the non-payment of eligible benefits.

INSTRUCTIONS

This form should be completed by the human resources specialist filing the position. The selected job candidate may need to provide the human resources specialist with more information or additional documents than were in the original staffing file, used in the selection process. This employment agreement is meant to transcribe, in one convenient place, the information necessary to determine the Territorial allowances applicable to the position as well as information used for budget estimation and the administration of PCS relocation expenses.

1. **Name:** Please provide your full name.
2. **Social Security Number:** Please provide your full Social Security number.
3. **Place of Actual Residence in the U.S.:** The place of actual permanent residence in the U.S. determination is a requirement of certain laws, such as 5 U.S.C. 5722 (PCS for a new appointee from the U.S. to the Territorial post, and back again). The human resources specialist should determine the actual place of residence based on the Comptroller General Decision, Rafael Arroyo, B-197205, May 16, 1980: (1) physical residence, (2) residence provided in agency records, (3) residence according to employment history, (4) individual or family association with an area, and (5) exercise of privileges and duties, such as voting, and income tax and property tax. Other Comptroller General decisions have added other consideration factors, such as the place of birth, education, or marriage.
4. **Location of Territorial Post:** The human resources specialist should fill in the country and city of the Territorial post, since this information is critical when determining the amounts of Territorial allowances that may be applicable.
5. **Duty Station Code:** Every Federal duty station has a 9-digit duty station code, whether domestic, non-Territorial or Territorial. Use this website to determine the duty station code: https://dw.opm.gov/datastandards/dutystation/searchbyname
6. **Type of Territorial Post and Post Name:** This block concerns the type of Territorial post and the name of the Territorial post. This information helps to determine what resources are available for the job candidate, in particular, base housing and base medical services, for the job candidate.
7. **Sponsoring Agency or Department Serviced by this Agreement:** This data element captures the partner agency within the U.S. Government that is sponsoring the work done by GSA and GSA's position at the Territorial post.

7a and 7b. Projected Date of Arrival and **Tour of Duty End Date:** This information helps the agency to plan the PCS of the job candidate.

8. **Appointee's Organization:** For this row, please annotate which line or staff office that is employing the job candidate. Also list the Organization Code, which is up to 4 digits, alpha-numeric.

8b. U.S. Post for Assignment Upon Expiration of the Final Overseas Tour: Employees stationed in a Territory generally are not considered permanent employees of the Territory. When the employee's future location has not been fully identified, users of the form may mark "TBD" (for To Be Determined) or "Nationwide" or "[GSA Organization] Nationwide" such as "FAS Nationwide."

9. **Length of Assignment:** The length of initial assignment for Territorial rotations is a standard 24 months (2 years). This permits alignment to the requirements of home leave and renewal agreement travel if the tour is longer than the initial period.
10. **Travel and Transportation Expenses to and From the Territorial Post:** This data element asks the human resources specialist to identify the "place of actual residence" for the purpose of determining costs for the Territorial PCS and also notifies the job candidate that there is a 12-month service agreement required by law and regulation once an agency has paid for these relocation expenses.
11. **Home Leave and 45-day Leave Accrual:** This section describes whether a job candidate is eligible for home leave and the 45-day leave accrual ceiling. Not all hires for Territorial work are eligible for these benefits.
12. **Differentials and Allowances:** This section describes the various differentials and allowances that the candidate is eligible for and have been authorized for the position.

13. **Effect of Failure to Fulfill Terms of Agreement:** This section notifies the job candidate that if he or she does not satisfy the 12-month service requirement following PCS, GSA may create a receivable and collect the debt through salary administrative offset.

14. **Certification:** This section asks the job candidate to ready carefully the full form, as completed by the human resources specialist, and that the job candidate agrees with the information and understands the requirements for accepting the GSA position and the offer of assignment to the Territorial post. The agency signature may be either the selecting official or the human resource specialist.

15. **Cancellation:** This section states that GSA may cancel the Territorial service agreement due to reasons beyond the employee's control. Cancellation of this agreement, and recall to the U.S., may occur, for example, if the employee becomes seriously ill and is medically evacuated, or if the position is subject to a reduction-in-force activity.