OVERSEAS EMPLOYMENT SERVICE AGREEMENT

(See Privacy Act Statement and Paperwork Reduction Act Statement on Page 3)

OMB Control Number: 3090-0329
Expiration Date: 9/30/2029

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

2. Social Security Number

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

3a. ☐ If no U.S. actual place of residence during this tour, check this box.

4. Location of Overseas Post (City, Country Name)

5. Duty Station Code (9 digits)

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

☐ DoD Joint Base ☐ Army Installation ☐ Navy Installation ☐ Air Force Installation ☐ U.S. Embassy ☐ U.S. Consulate ☐ Other

6a. Name of Overseas Post

7. Sponsoring Agency or Department Serviced by the Memorandum of Agreement (MOA) and this Agreement *(Check One)*

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

7a. Projected Date of Arrival at Overseas 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 Overseas Tour (City, State or Territory)

8c. Duty Station Code (9 digits)

9. LENGTH OF ASSIGNMENT

You will be assigned to the foreign post listed above for a period of: _____ months.

Upon renewal of this tour of duty, or upon reassignment to a different overseas post, a new agreement should be completed and signed.

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

The cost involved in your travel and transportation (including that of immediate family and household goods, if authorized) to your overseas 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 overseas.

Return transportation expenses will be paid by the GSA, provided that you complete the tour of duty prescribed above. 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 "actual place of residence." The GSA Office of Human Resources Management (OHRM) is responsible for determining the "actual place of residence" prior to the employee's actual departure for an overseas 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 foreign area, or (b) been hired within the foreign 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 foreign 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)*:

☐ Post Allowance ☐ Post Hardship Differential ☐ Danger Pay ☐ Educational Allowance ☐ Living Quarters Allowance

☐ Other Allowance (describe): _____

Note: The allowances approved for this position are subject to the terms of the MOA between GSA and the serviced agency (such as DoD), GSA allowance policy and the Department of State Standardized Regulations (DSSR).

13. EFFECT OF FAILURE TO FULFILL TERMS OF AGREEMENT

You must agree to remain an employee of the U.S. government for at least one year (12 months) after signing this form to qualify for the reimbursement of relocation costs, including: travel, moving and/or the storage of household goods, and other applicable allowances (such as per diem).

You will breach this agreement if you fail to relocate, voluntarily retire, or resign, before the 12 month period has concluded. While transfer to another agency within the U.S. government is not considered a breach of agreement, the transfer to an international organization (such as the United Nations or the North Atlantic Treaty Organization (NATO)) or participation in an agency's "deferred resignation program" is considered a breach. Separations beyond your control (and acceptable to the agency), such as reduction in force (RIF), medical evacuation, or disability retirement, are not considered a breach of agreement.

If you breach this agreement, the agency (or the U.S. Treasury Department) may establish, and then collect, a government debt (see, 31 U.S.C. Chapter 37 and 5 U.S.C. § 5514).

14. CERTIFICATON

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 permanent change of station relocation expenses. I understand that if I do not complete this service period that I will be considered indebted for those relocation expenses.

I also understand that if I separate from GSA (due to agency transfer, 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 overseas post of duty back to my place of actual residence within the United States.

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) (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 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 overseas 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 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 permanent change of station 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.

PAPERWORK REDUCTION ACT STATEMENT

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 3090-0329. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (MVCB), 1800 F Street, NW, Washington, DC 20405.

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 foreign allowances applicable to the position as well as information used for budget estimation and the administration of permanent change of station relocation expenses.

1. **Name:** Please provide your full name.
2. **Social Security Number:** Please provide your full Social Security number.
3. **Actual Place of Residence in the U.S.:** The actual place of permanent residence in the U.S. determination is a requirement of certain laws, such as 5 U.S.C. 5722 (Permanent Change of Station (PCS)) for a new appointee from the U.S. to the overseas post, and back again). The human resources specialist should determine the actual place of residence based on the Comptroller General Opinion, 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 opinions have added other consideration factors, such as the place of birth, education, or marriage.

4. **Location of Overseas Post:** The human resources specialist should fill in the country and city of the overseas post, since this information is critical when determining the amounts of foreign allowances that may be applicable under the DSSR.

5. **Duty Station Code:** Every Federal duty station has a 9-digit duty station code, whether domestic, non-foreign or foreign. Use this website to determine the duty station code: https://dw.opm.gov/datastandards/dutystation/searchbyname

6. **Type of Overseas Post and Post Name:** This block concerns the type of foreign post and the name of the foreign 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 the MOA and 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 foreign post.

7a and 7b. Projected Date of Arrival and **Tour of Duty End Date:** This information helps the agency to plan the permanent change of station of the job candidate, as well as other considerations, such as temporary quarters subsistence allowance. The end date of the tour is also used to determine when a managerial decision is made whether or not to allow the job candidate to remain at that foreign post, or, if the job candidate will instead be offered a job opportunity back in the United States.

8. **Appointee's Organization:** For this row, please annotate which line or staff office that is employing the job candidate and 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 overseas generally are not considered permanent employees in a foreign country due to the nature of the Status of Forces agreement between the U.S. and the foreign country. 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 assignment should match the time specified within the MOA between the agency and GSA. Typically the initial assignment is 3 years, and renewals are 2 years (up to 3 years). The length of the assignment confirms that the sponsoring agency is able to pay for the function back to the U.S. This data element also helps to determine, in certain cases, a timeline for eligibility for home leave under 5 U.S.C. § 6305. 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."

10. **Travel and Transportation Expenses to and From the Overseas Post:** This data element asks the human resources specialist to identify the "actual place of residence" for the purposes of determining costs for the foreign permanent change of station 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 or not a job candidate is eligible for home leave and the 45-day leave accrual ceiling. Not all hires are eligible for these authorities.

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 permanent change of station 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 foreign post. The agency signature should generally be the human resource specialist at GSA filling the position.

15. **Cancellation:** This section annotates that GSA may cancel the overseas 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.