

This document constitutes the contract between **John E. Doe** (herein also referred to as “you”) and the United States Government (herein also referred to as “US Government” or “Organization”) for the performance of services under the following terms and conditions:

1. **Appointment.** The United States Government hereby appoints **John E. Doe** as a/an (**Position Title**) Contract Employee of this Organization, subject to the general supervision and pursuant to the orders, advice, and direction of authorized officials of the United States Government.
2. **Compensation.**
 - a. **Salary.** In full consideration for services rendered and the performance of specified confidential duties, the Organization will compensate you at the rate of (\$##,###.##) per year, the current annual salary of a **General Schedule (GS) #, Step #**. This annual salary (prorated based on actual hours worked, as applicable) is subject to change in accordance with said pay schedule, inclusive of any locality pay adjustment for the Washington, DC Metropolitan area. The Organization will make salary payments to you on the same bi-weekly basis as a Staff Employee, i.e., less mandatory and optional federal, state, and benefit deductions.
 - b. **Additional Payments.** In addition to the salary described in paragraph (2)(a) above, you are eligible for types of compensation (e.g., promotion, awards, legislative pay adjustments, locality pay) that conform to federal statutes, regulations, policies, and practices applicable to Staff Employees of this Organization and the US Government. Legislative or other pay adjustments will be effective as of the date of the official personnel action regarding such adjustments, copies of which will be maintained with the Organization and are hereby incorporated by reference to this contract. You will be notified of such changes to compensation in accordance with the same policies and procedures applicable to a Staff Employee of this Organization.
 - c. **Benefits.** By virtue of your status as a Contract Employee with the US Government, you:
 - i. Are entitled to coverage under the Federal Employees Compensation Act, as amended.
 - ii. Will participate in the Federal Employees Retirement System (FERS). Your participation, payment of mandatory employee contributions, and FERS retirement eligibility, will be consistent and in accordance with the regulations, policies, and procedures of this Organization. You are not eligible, however, to participate in the FERS Special Category. All service determined as FERS Special Category qualifying time, however, will be accredited to your FERS Special Category qualifying account. In the event that you are converted from a Contract Employee to Staff Employee status as set forth in paragraph (12), below, service determined as FERS Special Category qualifying time can be considered towards FERS Special Category eligibility.
 - iii. Will continue to participate in the Civil Service Retirement System (CSRS). Your participation, payment of mandatory employee contributions, and CSRS retirement eligibility, will be consistent and in accordance with the regulations, policies, and procedures of the Organization. (*Applies only to current CSRS participants who meet direct transfer requirements.*)
 - iv. Are authorized coverage under the Federal Employees Group Life Insurance (FEGLI) Act, unless you execute or have previously executed a written waiver of said coverage. Absent such waiver, basic coverage will automatically obtain, and your financial

contributions will be effected by payroll deduction. The Organization is presently authorized to bear a portion of the premium cost; you will bear the remainder through payroll deductions at the same rate as a Staff Employee of the Organization.

- v. Are authorized coverage under the Federal Employees Health Benefits (FEHB) Act, provided you elect such coverage in writing within the prescribed time limits using the prescribed forms. The Organization is presently authorized to bear a portion of the premium cost; you will bear the remainder through payroll deductions at the same rate as a Staff Employee of the Organization.
 - vi. Are entitled to sick, annual, and other leave equal to and subject to the same rules and regulations applicable to a Staff Employee of the Organization. Annual leave may be taken only at times and places approved in advance by appropriate representatives of the Organization.
 - vii. Are not eligible for certain benefits or entitlements available only to a Staff Employee of the Organization, and/or for which the boundaries of this contract prevent you from meeting certain benefit program requirements or the obligations of a Continuing Service Agreement.
3. **Official Travel.** You will be advanced and/or reimbursed accountable official funds for official travel, as may be directed or authorized by the US Government. Per diem funds, in lieu of subsistence, may be authorized, advanced, or reimbursed in accordance with applicable Federal Travel Regulations (FTR) and regulations, policies, and procedures of the Organization. Receipt of, accounting for, and repayment of official funds will be in accordance with applicable FTR and regulations, policies, and procedures of the Organization.
 4. **Official Expenses.** You may be advanced and/or reimbursed funds for necessary accountable official expenses, as specifically approved by the Organization. Receipt of, accounting for, and repayment of official funds will be in accordance with applicable regulations, policies, and procedures of the Organization.
 5. **Repayment of Official Funds.** Your failure to account for and/or refund any monies advanced under this agreement shall entitle the US Government to withhold the total amount of such indebtedness or any portion thereof from any monies due to you under the terms of this contract, in such manner as it deems appropriate.
 6. **Custodial Responsibilities.** If, in the performance of services under this contract, you assume custody of official funds and/or take title to property of any nature whatsoever and wherever located, which property has been purchased with monies of the US Government, you hereby recognize and acknowledge the existence of a trust relationship, either expressed or implied, and agree to execute such documents as may be required by the US Government to evidence this relationship.
 7. **Secrecy.** The provisions of the secrecy agreement executed by you and the US Government in consideration of your employment with the Organization are hereby incorporated by reference.
 8. **Adherence to Regulations, Policies, and Procedures/Conflict of Interest.** As a specific condition of this contract, you agree to observe and be bound by all policies and regulations of the Organization, to include the Standards of Conduct, and any/all other applicable conduct and security regulations and requirements. You further agree to provide, upon request, a list of your relationships and activities that are external to the Organization, and it is understood that such listing shall be

reviewed by appropriate officers of the Organization for the purpose of determining whether a real or potential conflict of interest exists, and whether the relationship or activity is consistent with the security requirements and management policies of the Organization.

9. **Performance.** As a Contract Employee for the Organization, you are expected to perform your duties within the same performance parameters as a Staff Employee and, as such, will receive performance reviews on the same schedule and in the same manner as similarly-graded Staff Employees. You must also meet and comply with all standards and requirements for your position, including, but not limited to, educational, professional, training, certification, security, and assignment.
10. **Term.** This contract is effective as of **(Date Month Year)**, otherwise known as your “Entrance on Duty” (EOD) date, and shall continue thereafter for a period of **five (5) years**, unless terminated sooner in any of the ways set forth in paragraph (13).
11. **Renewal.** It is within the Organization’s sole and unreviewable discretion to renew this contract beyond **(Date Month Year)**.
12. **Conversion from Contract Employee to Staff Employee Status.** During the contract period, the Organization may consider converting you from Contract Employee status to Staff Employee status. The Organization is under no obligation for such conversion either during the period of or following the expiration of this contract. It is within the Organization’s sole and unreviewable discretion to convert you from Contract Employee to Staff Employee status. The decision to convert you from Contract Employee status to Staff Employee status will be based on the interests and requirements of the Organization and the US Government; your performance; successful completion of any additional security and medical processing, as required; successful completion of Directorate of Operations certification training as a **(Position Title)**; and any other relevant factors. In the event the Organization does not convert you to Staff Employee status, your employment with the Organization shall end at the expiration of this contract, unless renewed as noted in paragraph (11) above. Termination or expiration of this agreement will not release you from the restrictions set forth in paragraphs (7) and (8) above or from the obligations of any security oath or agreement you may be required to execute.
13. **Termination.** This contract may be terminated through written modification to this contract in any of the following ways:
 - a. Upon ten (10) days notice in the event that a determination is made by the Organization that a real or potential conflict of interest exists with respect to the relationships described in paragraph (8) above;
 - b. Upon thirty (30) days notice by either party for any reason; or
 - c. By the Director of the Organization (or any official of the Organization to whom the Director has delegated appropriate authority) whenever, in accordance with the Director’s unreviewable discretion and irrevocable decision, such termination is deemed necessary or advisable in the interests of the United States.
14. **Merger Clause.** This contract constitutes the full agreement between the two parties. The parties mutually agree that the subject contract encompasses all benefits and entitlements offered prior to contract employment and that no promises or commitments pertaining to rights, privileges, and/or benefits, other than those expressly stipulated in writing herein or any written modification thereto,

shall be binding on the US Government. It is hereby understood and agreed that this contract may not be modified except by written modification, executed by both parties.

15. **Choice of Law.** This contract shall be interpreted under the laws of the United States of America.

Executed by:

For:

United States of America

For:

Contract Employee

Special Contracting Officer

Date

John E. Doe

Date

DRAFT SAMPLE