

# NIH Policy Manual

## 2300-334-1 - Assignments Under The Intergovernmental Personnel Act (IPA)

**Issuing Office:** OD/OM/OHR/CPD **Phone:** [\(301\) 496-0377](tel:3014960377)

**Approving Official(s):** OHR Director

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Transmittal Notice

1. **Explanation of Material Transmitted:** This Chapter outlines the National Institutes of Health (NIH) procedures to be used in governing mobility assignments between Federal agencies and non-Federal entities. This technical revision incorporates the following technical changes to sections H, J, L, M, and the Appendices.
2. **Filing Instructions:**

**Remove:** NIH Manual 2300-334-1, dated 6/7/11.

**Insert:** NIH Manual 2300-334-1, dated 1/29/13.

**PLEASE NOTE:** For information on:

- Content of this chapter, contact the issuing office listed above.
- NIH Manual System, contact the Division of Management Support, OMA on 301-496-2832, or enter this URL: <http://oma.od.nih.gov/manualchapters>.

### A. Purpose

The Intergovernmental Personnel Act (IPA) Mobility Program enables the temporary exchange of skilled employees between NIH components and state or local governments; institutions of higher education; Federally Funded Research and Development Centers; and other eligible organizations. The Program provides this exchange 1) to assist in the transfer and use of new technologies and 2) to provide program and developmental experience that will enhance the activities of the IPA assignee upon return to his/her regular work.

## B. Legal Authority/References

1. Executive Order 11589 of April 1, 1971, The Intergovernmental Personnel Act of 1970
2. 5 U.S. Code, Chapter 33, Subchapter VI, Section 3371-3376, Assignments To and From States [http://www.law.cornell.edu/uscode/5/usc\\_sup\\_01\\_5\\_10\\_III\\_20\\_B\\_30\\_33.html](http://www.law.cornell.edu/uscode/5/usc_sup_01_5_10_III_20_B_30_33.html)
3. 5 CFR Part 334, Temporary Assignment of Employees Between Federal Agencies and State, and Local, and Indian Tribal Governments, Institutions of Higher Education, and other Eligible Organizations ([http://www.access.gpo.gov/nara/cfr/waisidx\\_09/5cfr334\\_09.html](http://www.access.gpo.gov/nara/cfr/waisidx_09/5cfr334_09.html)).
4. HHS Instruction 300-3, Detail and Intergovernmental Personnel Act Assignments (IPA) dated 7/22/2013 (<http://www.hhs.gov/asa/ohr/manual/files/300-3.html>)
5. Federal Register, Volume 62, No. 82, Part 334 (amended), Final Regulation, dated April 29, 1997.
6. Federal Register, Volume No. 71, Part 334, Final Regulation, dated September 18, 2006, effective October 18, 2006. <http://www.opm.gov/fedregis/2006/71-091806-54570-a.pdf>
7. HHS Travel Manual Chapter 9, January 2012 (<http://www.hhs.gov/travel/policies/2012%20policy%20manual.pdf>)
8. Intergovernmental Personnel Act Delegations of Authorities (<http://www.delegations.nih.gov/DOADetails.aspx?id=2002>)

## C. Policy

The NIH encourages and supports the temporary assignment of personnel between NIH components and other qualified institutions under the IPA Mobility Program when the assignment is for work of mutual concern and benefit to NIH and the institution. The NIH goal is to enable feasible and convenient exchange of skilled personnel between institutions when it serves sound public policy. Assignments whereby employees gain experience and knowledge that will improve subsequent effectiveness in their regular work are appropriate. The temporary assignment of NIH employees to outside organizations and institutions provides experience in and knowledge of the assignment environment and gives the receiving organization the benefit of the competencies and experience from the perspective of the NIH employee. By accepting employees from other organizations on temporary assignment, NIH is able to: assist in the transfer and use of new technologies; attract and use difficult to obtain talent; give valued experience that will increase the assignee's and the home institution's future effectiveness when dealing with NIH; and strengthen both organizations' resources. Assignments solely for training are not permitted.

## D. Definitions

1. **Employee:** an individual serving in a Federal agency under a career or career-conditional appointment, including career appointees in the Senior Executive Service (SES), individuals under appointments of equivalent tenure in the excepted service, and Presidential Management Fellows; or an individual employed for at least 90 days in a career position with a state, local, or Indian tribal government, institution of higher education, or other eligible organization.
2. **State or local government:** a state of the United States at any level including the District of Columbia, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, other territories and possessions of the United States; any instrumentality or authority of a state; any political subdivision; any general or special purpose agency; and any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village as described in the Alaska Native Claims Settlement Act.
3. **Institutions of higher education:** an accredited U.S. public or private college or university, or technical institution of higher learning.
4. **Other organizations:** a national, regional, state-wide, or metropolitan organization representing member state or local governments; an association of state or local public officials; or a nonprofit organization that has as one of its principal functions the offering of professional advisory, research, educational, development, or related services to governments or universities concerned with public management.
5. **Federally Funded Research and Development Centers (FFRDC):** the specific organizations that were established to meet the particular research and development needs of any Federal agency as identified by the National Science Foundation. A master list of FFRDC organizations may be viewed at the following URL: <http://www.nsf.gov/sbe/srs/nsf03308/start.htm>

## E. Coverage

Program participation is opened to:

1. Career or career-conditional employees of Federal agencies;
2. Career SES employees;
3. Employees under equivalent excepted service positions (including Presidential Management Fellows (PMF) and Veterans Recruitment Appointments (VRA)); and
4. Individuals employed for at least 90 days in career positions with eligible non-Federal organizations.

Individuals excluded from participating in the IPA Mobility Program include:

1. Federal, state, or local government employees serving under noncareer, excepted service, noncompetitive, time-limited, temporary, or term appointments;

2. Individuals employed for less than 90 days in a career position with a state, local, or Indian tribal government, institution of higher education, or other eligible organization;
3. Members of the uniformed military services and the Commissioned Corps of the Public Health Service and the National Oceanic and Atmospheric Administration;
4. Elected Federal, state, or local government officials;
5. Students of universities employed in research, graduate, teaching assistant, and/or similar temporary positions; and
6. Students and employees from foreign universities.

## **F. Responsibilities**

1. The Office of Human Resources (OHR) is responsible for: interpreting the provisions of the IPA; developing NIH policy; disseminating information and instructions to NIH management and human resource officials; certifying "other organizations;" and providing Program oversight and evaluation.
2. The Office of Financial Management (OFM), NIH, is responsible for: providing assistance in making necessary financial arrangements; providing information related to travel and transportation entitlements; and ensuring that the financial arrangements stated in the assignment agreement are upheld.
3. Institute and Center (IC) Directors and their designated authorizing officials are responsible for: promoting the use of the IPA assignments; identifying assignments that are of mutual benefit to NIH and the institution; assuring that outside organizations are certified; conducting negotiations with the institution; approving assignment agreements; notifying OFM and OHR of early termination of assignments; and assuring that their ICs adhere to the Program policies and procedures.
4. The Director, NIH (or his/her designee), is responsible for approving assignment agreements where the NIH base salary amount is greater than the rate of GS-15/10 including locality.

## **G. Certification of "Other Organizations"**

The NIH may certify (5 CFR 334.103) non-Federal organizations eligible to participate as an "other organization." Certification decisions must be obtained prior to entering into an IPA agreement. An organization certified after May 29, 1997, has permanent eligibility and may participate in the IPA Mobility Program in any Federal agency. OPM certifications issued prior to May 29, 1997, are void.

A list of NIH certified organizations may be viewed at the following URL: <http://hr.od.nih.gov/hrguidance/employment/ipa/ipa-orgs.htm>.

A list of OPM certified organizations may be viewed at the following URL: <http://www.opm.gov/programs/ipa/IPA-OtherOrgList.asp>.

**How to Obtain Certification:** Requests for NIH certification to participate in the IPA Mobility Program must be accompanied by the following:

1. Articles of Incorporation;
2. Bylaws;
3. Internal Revenue Service nonprofit statement;
4. Any other information describing the organization's activities as they relate to professional advisory, research, educational, or development services or similar services to governments or universities; and/or,
5. Copy of a previously issued certification signed and dated by an authorized official of the certifying Federal agency.

All certification requests are to be submitted to:

OHR  
PPAG  
HCPU  
Building 31, Room 1C31  
Bethesda, Maryland 20892

Inquiries regarding certification should be directed to IPA Program Manager, PPAG, 301-443-9101.

### **Non-certification Decisions**

Organizations may request reconsideration of a decision denying certification to participate in the NIH IPA Mobility Program by directing a written request for reconsideration to the above address. If the non-certification decision is confirmed, the organization may appeal an NIH decision to deny certification in writing to:

OPM  
IPA Mobility Program  
1900 E Street, NW  
Washington, DC 20415-0001

## **H. Assigning Employees**

IPA Mobility Program assignments may be made by detail or appointment. The IC Director or his/her designee is responsible for ensuring that all IPA assignment agreements meet the requirements of this issuance and are prepared and approved prior to sending an NIH employee to a non-Federal organization or allowing a non-Federal employee to begin an NIH IPA. A copy of each agreement shall be on file in the IC. Appendices 1 and 2 of this issuance provide a quick reference guide for provisions associated with the detail and/or appointment of employees of NIH and of non-Federal organizations. Appendix 4 provides a checklist for use in determining assignment eligibility.

1. **Assigning NIH Employees to Non-Federal Organizations**

- a. **By Detail:** NIH employees on an IPA detail continue to occupy their positions of record and retain all Federal entitlements. The detailed employee continues to receive his/her salary from the IC. The non-Federal organization may reimburse the IC for all or any part of the employee's travel and transportation expenses, salary, and benefits. The detail is creditable service for within-grade-increases, qualifying experience, retirement, etc.
- b. **By Appointment:** An NIH employee may request and be placed on leave-without-pay in order to receive a formal appointment in the non-Federal organization to which assigned. He/she remains a Federal employee and retains the rights and benefits associated with that status. The IC continues to pay the employer share of benefit costs (these costs may be reimbursed in whole or part by the non-Federal organization). If the rate of pay authorized by the non-Federal organization is less than the Federal salary, the employee shall receive supplemental salary payments from the IC. An NIH employee may receive a supplemental salary from the non-Federal organization only when the assigned position has an established and documented higher rate of pay than the employee's Federal salary.

2. **Assigning Non-Federal Employees to the NIH**

- a. **By Detail:** Non-Federal employees detailed to the NIH remain employees of the outside organization. They are not considered employees of the NIH and may only serve in an advisory capacity, a consultative capacity, or a staff assignment. They may provide day-to-day supervision of work. However, they may not sign documents implementing or administering line management delegated authorities, such as grants, contracts, policies, or human resources issues. They may not serve as "official supervisors" of Federal employees. The exercise of delegated authorities is reserved to Federal government employees only. Detailees are paid by the non-Federal organization and are not entitled to Federal pay, except to the extent that the pay received from the state or local government is less than the appropriate rate of pay which the duties would warrant under the applicable statutory pay provisions or other applicable authority. The IC may reimburse the employer; however, reimbursement may not be made for indirect or administrative costs of the assignment. Other prohibited costs include reimbursement or payment for employer contributions to employee benefit programs, tuition costs, family member benefits, office space, staff support, furnishings, and computer time. Outside consulting earnings may not be reimbursed, unless the assignee's regular tour of duty in the non-Federal organization included consulting time that cannot be continued due to the IPA assignment.
- b. **By Appointment:** Non-Federal employees may be appointed in the excepted service under 5 USC 3374 (a)(1) to established positions at the NIH. Appointees may serve in line management positions. Although they remain employees of the non-Federal organization while a participant in the IPA

Program, their employing organization must carry them in a leave-without-pay or similar non-duty status during the term of their IPA appointment. Appointees are paid at the level authorized for the position to which they are appointed and are entitled to the same comparability allowances and differentials available to Federal employees. They are NIH employees for all purposes except entitlement to coverage under the Federal Employees Retirement System, Federal Employees' Group Life Insurance, and Federal Employees Health Benefits Program (FEHBP). **Exception:** A non-Federal appointee may be enrolled in the FEHBP if his/her non-Federal coverage is lost as a result of the IPA assignment.

## **I. Length of Assignments**

Initial assignments may be made for up to 2 years. Extensions may be granted for up to 2 additional years. Assignees who have served for 4 continuous years may not be sent on another assignment without at least a 12-month return to duty. Successive assignments without a break of at least 60 calendar days are regarded as continuous.

**Obligated Service:** Federal employees must serve for a period equal to the length of the IPA assignment upon completion of the IPA and return to their Federal employer. Employees who fail to complete this obligated service are subject to reimbursement penalties equal to the Federal agency costs (except salary and benefits) of the assignment. However, waiver of this reimbursement may be granted by the Director, OHR, for good and sufficient reason.

A Federal employee may not serve on an IPA assignment more than a total of 6 years during his/her Federal career (see [Appendix 1](#) and [Appendix 2](#) for additional information). However, the 6-year limitation does not apply to assignees from non-Federal organizations. The length of assignment to Indian tribes or tribal organizations may be extended when it is determined that the extension will continue to benefit both parties.

**Work Schedules:** IPAs may be intermittent, part-time, or full-time. Assignees may observe official holidays declared by the organization to which they are assigned. Intermittent and part-time work schedules do not extend the 4 continuous years limitation.

## **J. Arranging an Assignment**

IPA agreements are negotiated by the IC Director (or his/her designee) and an official with comparable authority on behalf of the outside organization. IPA assignments are management initiated and must be implemented by a written agreement. All cost sharing and other arrangements related to the original assignment should be documented on the HHS-69, Intergovernmental Personnel Act (IPA) Agreement Form (see [Appendix 3](#)). All IPA candidates must be counseled on the applicable ethics rules by an Ethics Official prior to the certification of the assignment agreement. The Ethics Official must sign that he/she met with and counseled the IPA candidate on the agreement before the assignment can begin.

Extension of the assignment period and modification to the agreement must be documented on the agreement form, HHS-69, Intergovernmental Personnel Act (IPA) Agreement Form (see [Appendix 3](#)).

**Benefits and Cost Analyses:** The mutual benefits to the NIH and the non-Federal organization are the primary considerations in initiating assignments. These benefits may be assessed relevant to achieving the overall assignment objectives, the associated costs, and the service obligations. The assignment is voluntary and must be agreed to by the employee.

Generally, cost-sharing arrangements associated with the IPA assignment should be based on the extent to which the IC and the participating organization benefit from the assignment.

The IC may agree to pay all, some, or none of the costs. The larger share of the costs should be absorbed by the organization that benefits most from the assignment. When the IC chooses to pay costs in excess of the benefits to the NIH, the rationale must be fully documented and becomes a part of the official file. Costs may include employee pay, fringe benefits (except employer contributions, tuition credit and family member travel, relocation, and per diem benefits), relocation costs, and travel and per diem expenses. There is no maximum payable salary associated with cost sharing.

When developing an assignment that involves the movement of a non-Federal employee to NIH, the agreement should specify that at the end of the assignment the employee would be expected to return to his/her non-Federal employer (see [Section N](#) for additional requirements on termination of IPA assignments).

## **K. Travel, Relocation, and Per Diem**

**Post-of-duty:** To facilitate arrival at the initial assignment, an IC may pay travel expenses, limited relocation, or per diem allowances for Federal or non-Federal employees as authorized in the Federal Travel Regulation (41 CFR Chapters 301-304). To facilitate transportation and related travel expenses, an IC may elect to pay per diem allowances or relocation expenses (exclusive of real estate transactions), but may not pay both (see HHS Travel Manual Chapter 9). Limited relocation expenses may include coverage for immediate family members. Per diem allowance is restricted to the assignee. The employee must sign a service agreement for 1 year or the length of the assignment, whichever is shorter, to be eligible for payment of per diem at the assignment location or relocation expenses. Per diem rates decline after the first 30 calendar days of coverage. Per diem amounts in the second year and beyond are taxable benefits to the assignee. If the per diem method is authorized and the IPA is extended, the per diem rate in effect in the original Agreement remains in effect during the extension. Therefore, preference should be given to paying relocation expenses for initial assignments in excess of 1 year.

The agreement should state clearly that where an employee is paid allowable travel, relocation, and per diem expenses, he/she must complete the entire period of the assignment or 1 year, whichever is shorter, or otherwise reimburse the NIH for those expenses.

Agreements for Federal employees must state clearly that the assignee is obligated to return

to the Federal service for a time equal to the length of the assignment or be liable for all assignment associated expenses (except salary and benefits).

**Business-Temporary Duty:** To conduct official activities associated with the IPA assignment away from the IPA assignment duty station, travel and per diem related costs may be approved, provided that the destination is not back to the employment origin. Estimates of these amounts may be identified in the IPA agreement. Obligations may be authorized via official government travel orders that are specific to each trip. For Federal employees on assignment to a non-Federal organization, official Government travel orders must be approved prior to departure for each trip. Expenses may be obligated via the travel order or the outside organization may authorize and pay for the trip and invoice reimbursement from the NIH.

## **L. Approval and Distribution of Agreements**

**Approval:** Prior to beginning an IPA assignment, the PPAG, OHR, should be contacted for guidance. A fully completed IPA Agreement, extension, and/or modification (HHS OF 69) must be signed by:

1. the assignee,
2. the non-Federal organization, supervisor, administrative representative,
3. the IC Ethics Official,
4. the approving Federal official, and
5. the IPA Program Manager

The IPA agreement is not complete until certification from the IPA Program Manager has been obtained. Therefore, once approvals have been received by the IC and the outside organization, the IC should forward the original IPA agreement to PPAG, OHR, in Building 31, Room 1C31, for review and final human resources approval by the IPA Program Manager.

If approval above the IC level is required (refer to the NIH Delegations of Authority database), a request memorandum must be developed. PPAG will be responsible for routing the memorandum, IPA Agreement, IPA assignee's resume, and IPA Travel Worksheet (if applicable) to obtain the higher level approval (see [Appendix6](#)).

### **Distribution:**

Once approved by the IPA Program Manager, copies will be distributed as follows:

1. the OFM, 2115 East Jefferson Street, Room 3C-318, within 5 days of approval
2. the IC
3. PPAG, OHR, files

The IC will:

1. Provide a copy to the IPA assignee
2. Provide a copy to the outside organization
3. Retain a copy within the IC

## **M. Changes/Modification in Assignment**

All significant changes in an employee's duties, responsibilities, salary, work assignment location, or supervisory relationships must be documented as a modification to the original agreement with approval and distribution as described in Section L above. Minor changes such as salary increases due to annual pay adjustments, changes in benefits due to revised coverage, and very short-term changes in duties do not require a modification, provided that the approved agreement indicates acceptance of these expectations. **However, if such increases should result in total compensation in excess of the delegated approval threshold, then the higher level of approval and procedures outlined in Section L above must be followed.**

## **N. Termination of Assignment**

An assignment may be terminated at any time at the option of the Federal or non-Federal organization or the assignee. A written 30-day notice (including the reason(s) for the termination) must be given to all parties involved when terminating an agreement before the original completion date. All notifications of early termination of assignment must be forwarded to PPAG, OHR, in Building 31, Room 1C31, and OFM, 2115 East Jefferson, Room 3C-318, within 10 working days of receipt to avoid overpayment of funds.

**An IPA assignment must be terminated immediately when the assignee is no longer employed by his or her original employer, regardless of whether the assignment is a detail or an appointment.**

## **O. Standards of Conduct and Conflict-of-Interest Provisions**

A non-Federal employee on assignment to a Federal agency, whether by appointment or detail, is subject to the criminal conflict of interest statutes (18 USC §§ 203, 205, 207- 209); the non-criminal conduct provisions covering loyalty and striking, alcohol and drug abuse, gifts to superiors, gifts from prohibited sources, foreign gifts and decorations, and political activities (5 USC Chapter 73); as well as the Ethics in Government Act of 1978 (Public Law 95-521), as amended, and the Ethics Reform Act of 1989 (Public Law 101-194), which may require the assignee to file a public or confidential financial disclosure report. Furthermore, such a non-Federal employee is subject to the Government-wide Standards of Ethical Conduct for Employees of the Executive Branch (5 CFR Part 2635). Although non-Federal employees on IPA appointment are subject to the Supplemental Standards of Ethical Conduct of Employees of the Department of Health and Human Services (5 CFR Part 5501 and 5502), non-Federal employees on IPA detail are not. When in doubt about whether an action

violates one of these provisions, an assignee should consult his/her supervisor, Deputy Ethics Counselor, Ethics Coordinator (<http://ethics.od.nih.gov>), or other designated contacts.

A Federal employee on an IPA assignment, whether on detail or appointment, and regardless of pay status, remains subject to all ethical conduct laws and standards. In particular, conflict of interest and Hatch Act statutes continue to apply. Further, the employee may not act as an agent or attorney (other than as specifically authorized in the IPA Agreement) on behalf of the non-Federal organization in any matter in which the Federal Government is a party or has a direct and/or substantial interest.

Federal employees on assignment to an Indian tribal government are exempt from conflict-of-interest provisions concerning representational activities, provided they meet the notification requirements of the Indian Self-Determination and Educational Assistance Act.

## **P. Internal Controls**

The purpose of this manual issuance is to provide guidance on the use of NIH policies and procedures related to the temporary assignment of employees between NIH and a state or local government, institution of higher education, FFRDCs, and/or other eligible organizations under the IPA Mobility Program.

1. The OHR, PPAG, HCPU, maintains oversight of the IPA Mobility Program by providing the OHR certification on initial agreements, modifications, and extensions of agreements.
2. A report of prior fiscal year activities is prepared by the OHR and distributed through the Office of the Secretary, HHS, to the OPM.
3. Periodic Internal Control Reviews (ICR) of the IPA authority will be conducted every 3 years and will be led by the OHR.
4. Issues identified prior to OHR certification will be provided to the IC for corrective action. Repetitive issues that are identified will be brought to the attention of the Director, OHR. Depending on the nature and extent of the concerns, additional review, policy guidance, and/or training may be pursued.
5. The report of the findings of the ICR will be provided to the Deputy Director for Management, NIH, and IC Directors.

## **Q. Records Retention and Disposal**

All records (e-mail and non-e-mail) pertaining to this chapter must be retained and disposed of under the authority of [NIH Manual 1743](#), “Keeping and Destroying Records,” Appendix 1, NIH Records Control Schedule, Item 2300-293-1.

NIH e-mail messages, including attachments that are created on NIH computer systems or transmitted over NIH networks that are evidence of the activities of NIH or have informational value are considered Federal records. These records must be maintained in accordance with current NIH Records Management guidelines. If necessary, back up file

capability should be created for this purpose.

All e-mail messages are considered Government property and, if requested for a legitimate Government purpose, must be provided to the requester. Employees’ supervisors, NIH staff conducting official reviews or investigations, and the Office of the Inspector General may request access to or copies of e-mail messages. E-mail messages must also be provided to Congressional Oversight Committees, if requested, and are subject to Freedom of Information Act requests. Backup files are subject to the same requests as the original message. Contact your IC Records Liaison for additional information on e-mail records retention and disposal.

## Appendix 1: Assignment of NIH Employees to Non-Federal Organizations

### ASSIGNMENT OF NIH EMPLOYEES TO NON-FEDERAL ORGANIZATIONS

<b>Provisions</b>	<b>Employees on Detail</b>	<b>Employees on Leave-Without-Pay</b>
<b>1. Status</b>	<p>Employees on IPA assignments are still Federal employees and are eligible to receive or be affected by all personnel actions that would normally apply to employees or their positions (e.g., reclassification, transfer of function, reassignment, within-grade-increases, promotion, rights, seniority, etc.).</p> <p>Upon completion of the assignment, the employee is returned to his/her original position or reassigned to a position of equivalent or higher grade and salary.</p>	<p>Employee is appointed to outside organization. Eligible to receive or be affected by all personnel actions that would normally apply to Federal employees or their positions (e.g., reclassification, transfer of function, reassignment, within-grade-increases, promotion, rights, seniority, etc.)</p> <p>Upon completion of the assignment, the employee is returned to his/her original position or to a position of equivalent grade and pay.</p>
<b>2. Length of Assignment</b>	<p>Initial assignment for up to 2 years with extension for up to 2 additional years. After 4 continuous years, employee must return to NIH for 12 months. Total IPA assignments may not exceed 6 years throughout the employee’s Federal career.</p> <p>Exception: assignments to Indian tribes or tribal organizations may be extended to any length of time where it is determined that the assignment is beneficial to both organizations.</p>	

<p><b>3. Work Schedules</b></p>	<p>Tour of duty will be determined by the non-Federal organization. Overtime allowed under Federal law may be worked and compensated if approved by IC supervisor. The employee will either be excused from duty on all Federal holidays without charge to leave or receive holiday premium pay for work performed. May be excused from duty by organization on state or local non-Federal holidays without charge to leave, but will not be entitled to premium pay if required to work on these days.</p>	<p>The non-Federal organization will determine the employee's workweek, hours of duty, and the holiday entitlement.</p>
<p><b>4. Leave</b></p>	<p>Accrual and use of sick and annual leave follows Federal regulations. Absence from duty with the outside organization is charged against the appropriate leave category. The 240-hour and 720-hour annual leave carryover limit remain in effect for non-SES and SES respectively.</p>	<p>Entitled to earn sick and annual leave as if the employee had continued in a regular Federal position. Annual and sick leave follows Federal regulations. Balances are transferable both to and from the assignment within the prescribed carryover limits.</p>
<p><b>5. Pay -- By NIH</b></p>	<p>IC will continue to pay basic salary and allowances (including locality pay, special salary rate, cost-of living allowance, etc.) during the assignment. Physician's special pay may continue if the non-Federal assignment meets the provisions of the authority. However, discretionary allowances (e.g., physician's comparability allowance and retention allowance) will be discontinued. The permanent duty station should be used for payment of temporary duty travel and relocation allowances. In no case may an employee earn less basic salary and allowance while on</p>	<p>No salary is paid by IC. <b>Exception:</b> When the salary from the non-Federal organization is less than the employee's Federal rate of pay, a supplemental salary <b>must be paid</b> by the IC. The cost of the supplemental salary may vary during the assignment depending on comparability increases, locality rate, and within-grade increases, etc. The assignment agreement may provide for reimbursement to the IC for the cost of supplemental pay.</p>

	assignment.	
<b>5. Pay -- By Outside Organization</b>	May not receive pay from outside organization. <b>Exception:</b> A supplementary salary may be paid by the outside organization if the assigned position has an established higher rate of pay than the NIH salary. By agreement, the organization may reimburse NIH for all or any part of the employee's salary and benefits.	Salary paid by the outside organization may be more than the employee's Federal salary. Overtime pay is paid by the outside organization.
<b>6. Employee Benefits</b>	Employee continues to pay into and receive all benefits (e.g., health and life insurance, retirement, etc.). Coverage under the Federal Employees Compensation Act (FECA) continues. The Federal Tort Claims Statute (FTCS) and tort liability statutes continue to apply.	Employee is entitled to continue coverage under Federal retirement, life insurance, and health benefits plans. IC continues making employer contributions. By agreement, the outside organization may reimburse NIH for its contributions. Coverage under the FECA continues. The FTCS and tort liability statutes continue to apply.
<b>7. Supervision</b>	Employee receives work assignments and supervision from non-Federal organization official. An assigned IC supervisor maintains leave records and approves overtime.	Employee receives work assignments and supervision from non-Federal organization official. An assigned IC supervisor maintains leave records.
<b>8. Applicable Laws and Regulations</b>	Federal regulations and NIH policies and procedures will be followed in taking any personnel actions including disciplinary or adverse actions.	
<b>9. Conflict of Interest and Political Activity</b>	All Federal statutes and regulations and HHS and NIH policies governing employee conduct, including those pertaining to conflicts of interest, prohibited political activities, and prior approval for outside activities, apply to employees on temporary assignments.	

## Appendix 2: Assignment of Non-Federal Employees to NIH

### ASSIGNMENT OF NON-FEDERAL EMPLOYEES TO NIH

Provisions	Non-Federal Employee Detail	Non-Federal Employee Appointment
<p><b>1. Status</b></p>	<p>Assignees from non-Federal organizations must have been employed by the organization in a permanent position for at least 90 days prior to the approval of the IPA agreement. The agreement for a non-Federal employee who does not relocate to a NIH facility must clearly state the reason for remaining at the organization and include a plan for supervising the duties of the employee, including some face-to-face interaction to insure performance of the duties.</p>	
	<p>Detailees continue to be employed by their non-Federal organization.</p>	<p>Employee is on leave-without-pay from non-Federal organization. He/she receives an NIH temporary appointment in the excepted service under authority of 5 USC 3374. Before appointing an assignee to an SES position, an SES limited term authority must be obtained through OHR, Compensation, Senior and Scientific Employment Division. This authority allows an initial appointment of 2 years and may be extended no more than 2 additional years</p>
<p><b>2. Length of Assignment</b></p>	<p>Initial assignment for up to 2 years with extension for up to 2 additional years. After 4 continuous years employee must return to permanent organization for 12 months. (Successive assignments without at least a 60-day break will be regarded as continuous service.) No limitation on total length of assignments for non-Federal assignees.</p>	
<p><b>3. Work Schedules</b></p>	<p>Detailees have the same hours of duty as those of NIH employees and are eligible to participate in alternative work schedules. The work schedule (full-time, part-time,</p>	<p>Employee follows Federal laws and regulations related to hours of duty and observes Federal holidays. Hours of duty are set by the appointing IC.</p>

	intermittent) must be documented in the agreement. <b>Exception:</b> If the permanent organization's normal workweek is less than the Federal workweek, appropriate adjustments should be made.	
<b>4. Leave</b>	<p>Detailees are covered by the leave system of the permanent organization. The use of leave is approved by the IC supervisor and reported to the permanent organization as prescribed by the Agreement. Detailees are entitled to observe Federal holidays as well as the holidays documented in the Agreement as generally observed by the non-Federal organization.</p>	Employee follows Federal laws and regulations related to annual and sick leave accumulation and use.
<b>5. Supervision</b>	The supervision of a non-Federal employee who does not relocate to an NIH facility must be clearly documented on the assignment agreement and include some face-to-face interaction to insure performance of the duties.	
	Detailee receives work assignments and supervision from an NIH official.	Employee receives work assignments and supervision from an NIH official.
<b>6. Employee Benefits</b>	<p>Detailees are <b>not</b> eligible for coverage under</p> <ul style="list-style-type: none"> <li>- Federal retirement system,</li> <li>- life insurance,</li> <li>- health benefits plans, or,</li> <li>- the incentive award program governed by 5 USC 45.</li> </ul> <p>They <b>are covered</b> by the FTSC and any other Federal tort liability statute and are eligible for benefits</p>	The employee generally is not eligible for coverage under the Federal retirement system and life insurance plans. However, he/she may be enrolled in the Federal health benefits plan if the NIH appointment results in loss of coverage under the outside organization's plan. If the employee retains eligibility under the organization's life, retirement, and health plans, but the organization fails to continue its contributions on

	under the FECA.	behalf of the employer, the IC may by agreement pay the employer's share of the cost of these plans.
<b>7. Pay</b>	ICs <b>may not</b> reimburse indirect or administrative costs associated with the IPA assignment. Other prohibited costs include reimbursement/payment for tuition costs, office space, staff support, furnishings, and computer time.	
	<p>Detailees generally receive no salary payment from NIH. <b>Exception:</b> Detailees assigned to a classified position are entitled to earn the basic rate of pay, including locality pay, of that position. If the non-Federal salary is less than that of the minimum rate of the Federal position the IC must supplement the detailee's salary to make up the difference.</p>	Employee receives a salary from NIH in the amount appropriate to the position assigned. Premium pay may be paid in accordance with Federal laws and regulations. The employee is eligible for a within-grade-increase after 1 year if salary is within the first tercile of the General Schedule grade level.
<b>7. Pay -- By Outside Organization</b>	<p>By agreement, the IC may reimburse the outside organization for all, none, or any part of the detailee's pay. (Pay may not include cost of employer contribution to employee benefit programs.)</p> <p><b>Maximum Payable Salary:</b> There is no maximum payable salary associated with IPAs.</p> <p>Detailee continues to receive salary payment from permanent organization (cost-sharing agreement may allow for reimbursement). Employer contributions to employee benefit programs are paid by the non-Federal organization.</p>	Employer share of benefits cost continues to be paid by the non-Federal organization.

**8. Conflict of Interest and Political Activity**

IPA assignees are subject to Federal statutes and regulations on conflict of interest, suitability, and ethical conduct, including restrictions on political activity. IPA appointees are also subject to the HHS NIH-specific ethical conduct requirements.

**Appendix 3**

[HHS-69, Intergovernmental Personnel Act \(IPA\) Agreement Form.pdf](#)

**Appendix 4**

[NIH Intergovernmental Personnel Act Program Checklist.pdf](#)

**Appendix 5**

[Sample IPA Termination Letter](#)

**Appendix 6**

[IPA Travel Worksheet.pdf](#)