Dear \_\_\_\_\_\_\_\_\_:

Agreement is hereby made between you and the United States Government for the performance of services under the following terms and conditions:

The United States Government hereby appoints you as a (Full-time/occupational position title) Contract Employee of this Organization, and you hereby accept and agree to such employment subject to the general supervision and pursuant to the orders, advice, and direction of authorized officials of the United States Government.

1. **Compensation:**

In full consideration for the use of your services and the performance of specified confidential duties, you will be compensated in the amount calculated at the rate of ($\_\_\_\_\_) per year, the equivalent of a GS-(grade and step). The salary reflected includes the 2011 locality pay adjustment for the Washington, DC area which is subject to variation by calendar year.

In addition, you are herein authorized legislative pay adjustments, locality pay, promotions, within-grade increases, and authorized overtime (for directed work performed in excess of eight (8) hours a day or forty (40) hours per week), holiday pay, and night differential in conformance with rules and regulations applicable to staff employees of this Organization. Payments, less federal and state taxes and benefit deductions described below, will be made as requested by you in writing in prescribed forms and approved by the Government on the same bi-weekly basis as to staff employees. Changes to compensation due to legislative pay adjustments, within-grade increases, and promotions will be effective as of the date of the official personnel action concerning such adjustments. A copy of the official personnel action will be filed with the Organization and incorporated by reference to this agreement. You will be given a copy of the personnel action or otherwise notified of any such changes to compensation.

1. **Benefits:**
   1. By virtue of your employment relationship with the Government hereunder, you are entitled to coverage under the Federal Employees Compensation Act, as amended.
   2. By virtue of the employment relationship established in this contract, you will participate in the Federal Employees Retirement System (FERS). Your participation, the payment of required employee contributions and FERS retirement eligibility, will be handled in accordance with the procedures of this Organization.
   3. You are herein authorized coverage under the Federal Employees Group Life Insurance 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.
   4. You are herein authorized coverage under the Federal Employees Health Benefits Act, provided you elect such coverage in writing within the prescribed time limits using the prescribed forms. This 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 this Organization.
   5. You will be entitled to sick, annual, and other leave equal to and subject to the same rules and regulations applicable to staff employees of this Organization. Annual leave may be taken only at times and places approved in advance by appropriate representatives of this Organization.
2. **Official Travel:**

You will be advanced or reimbursed accountable funds for official travel as may be directed or authorized by the Government. Per diem in lieu of subsistence may be authorized and paid in conformance with applicable regulations of this Organization. Payment and accounting will be in substantial conformance with applicable Government regulations.

4. **Official Expenses:**

You will be advanced or reimbursed funds for necessary official expenses as specifically approved by the Government. Such funds will be subject to payment and accounting in substantial compliance with applicable Government regulations.

1. **Repayment:**

It is understood and agreed that your failure to account for or refund any monies advanced under this agreement shall entitle the Government to withhold the total amount of such indebtedness or any portion thereof from any monies due you under the terms of this contract in such manner as it deems appropriate.

1. **Execution of Documents:**

If, in the performance of services under this contract, you assume the custody of Government funds or take title of record to property of any nature whatsoever and wherever located, which property has in fact been purchased with monies of the United States Government, you hereby recognize and acknowledge the existence of a trust relationship, either expressed or implied, and you agree to execute whatever documents may be required by the Government to evidence this relationship.

1. **Secrecy:**

This contract specifically incorporates the provisions of the secrecy agreement signed by you in consideration for your employment.

1. **Adherence to Policies and Regulations / Conflict of Interest**:

As a specific condition of this contract, you agree to observe and be bound by all policies and regulations of this Organization, to include the Code of Conduct and all conduct and security regulations and requirements. You further agree to provide, upon request, a list of your relationships and activities that are external to this Organization, and it is understood by you that such listing shall be reviewed by appropriate members of this 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 this Organization.

1. **Performance:**

As a contract employee for this Organization, you will be expected to perform your duties within the same performance parameters expected of staff employees 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 standards and requirements.

10. **Term:**

This contract is effective as of the date of your Entrance on Duty, and shall continue thereafter for a period of (term) years unless sooner terminated in any one of the following ways:

1. Upon ten (10) days notice in the event that a determination is made by this Organization that a real or potential conflict of interest exists with respect to the relationships described in paragraph eight (8) above;
2. Upon thirty (30) days notice by either party for any reason;
3. By the Director of this Organization (or any official of this Organization to whom the Director has delegated appropriate authority) whenever, in accordance with the Director’s unreviewable discretion, such termination is deemed necessary or advisable in the interests of the United States.

Your initial contract term will be limited to (term) years. This Organization is under no obligation to convert you from contract to staff status either during the term of this contract, or following the expiration of this contract. It is in this Organization’s sole and unreviewable discretion whether to renew your contract and whether to convert you from contract to staff status. The decision whether to convert you to staff status will be based on your performance, the interests and requirements of this Organization and the Government, successful completion of additional security and medical processing as required, and other relevant factors.Should this Organization decide not to renew your contract, your employment with this Organization will end at the expiration of your (term)-year contract term. Termination or expiration of this agreement will not release you from the restrictions set forth in paragraph seven (7) above or from the obligations of any security oath you may be required to take.

11. **Merger Clause:**

The parties mutually agree that the above contract encompasses all benefits and entitlements offered prior to your employment and that no promises or commitments pertaining to rights, privileges, or benefits other than those expressly stipulated in writing in this agreement or any written amendment thereto shall be binding on the United States Government. It is hereby understood and agreed that this agreement may not be modified except by a written instrument, signed by the party to be charged.

12. **Choice of Law:**

This agreement is to be interpreted under the federal laws of the United States of America.

United States Government

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Special Contracting Officer

Accepted:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Employee Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Date