Memorandum of Understanding for Detail between GSA and USAID

Non-Reimbursable Detail Base Agreement

The General Services Administration (GSA) hereby enters into a non-reimbursable agreement for the temporary detail of Jeremy Lewin (Detailee) from the Office of the Administrator at the General Services Administration to the USAID. This agreement formalizes the prior oral agreement and supporting documentation between GSA and USAID and governs relations on this detail going forward.

1. PURPOSE

This Memorandum of Understanding (MOU) outlines the agreement for Jeremy Lewin to participate in a detail to USAID for the purpose of supporting GSA's efforts to assist agencies in complying with the President's Executive Order, "Establishing and Implementing the President's Department of Government Efficiency" dated January 20, 2025 (EO). This agreement shall be made on a non-reimbursable basis in accordance with the provisions set forth herein. The Parties are authorized to enter into this agreement by the Economy Act, and GSA has determined that this detail involves matters that are related to matters handled by the GSA and will aid GSA in accomplishing a purpose for which its appropriations are provided. 64 Comp. Gen. 370 (1985). In addition, the detail assignment will provide the Detailee with invaluable experience and information regarding ways to further GSA's commitment to and responsibility for improving the quality and efficiency of government-wide software, network infrastructure, and information technology systems.

2. SCOPE OF WORK/ASSIGNMENT

<u>Jeremy Lewin</u> will be detailed from his/her present position at the General Services Administration to a set of duties with USAID.

A. Duties and Responsibilities of the Detailee

The Detailee's duties and responsibilities at USAID will include:

The Detailee's duties and responsibilities at USAID will include supporting the leadership team with the assessment and enhancement of internal processes and operational procedures, specifically, focusing on identifying inefficiencies and areas for improvement and ensuring that the administrative and programmatic functions align with the best practices for effectiveness and accountability. This includes GSA's responsibilities under the EO to work with other agencies to promote inter-operatibility between agency networks and systems, ensure data integrity, and facilitate responsible data collection and synchronization.

B. Controls over Work

The Detailee will report to USAID leadership for the duration of this assignment.

The Supervisor of Jeremy Lewin will be the White House Liaison.

3. DURATION, EXTENSION, AND TERMINATION OF ASSIGNMENT

- A. This assignment will be from January 27, 2025 to July 25, 2025. Upon execution of the MOU, USAID will begin the security clearance process, and the Detailee will receive a start date once clearance is received.
- B. This agreement may be amended, extended, or terminated by mutual written and signed consent of both parties, with reasonable notice to the Detailee. The desire for such activity by either GSA or USAID shall be declared in writing at least one month (30 calendar days) in advance of the effective date for such action, unless good cause exists for immediate termination.
- C. An extension must be documented as a written and signed amendment to this agreement and personnel action, as appropriate.
- D. At the conclusion of the detail, the Detailee will return to the position of record with GSA.
- E. The work week and hours of duty will be determined by USAID, subject to applicable Federal regulations.

5. LEGAL AUTHORITY

The Economy Act, 31 U.S.C. §§ 1535 - 1536.

6. REIMBURSEMENT PROVISIONS:

<u>USAID</u> will not be required to reimburse GSA for the salary and benefits paid to the Detailee while on detail.

7. RULES, REGULATIONS, AND POLICIES:

- A. The Federal Tort Claims Act and any other Federal tort liability statutes shall apply to the Detailee.
- B. The rules and policies that govern the internal operation and management of USAID are applicable to the Detailee.
- C. Records Schedule. The Detailee agrees to preserve information worked on for USAID in accordance with the Federal Records Act, USAID Records Schedule.
- D. Unauthorized disclosure of information. The Detailee will not disclose nonpublic information to outside parties without prior approval from USAID. If the Detailee improperly discloses non-public information, the GSA agrees to pursue appropriate steps. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. These definitions, requirements, obligations, rights, sanctions, and liabilities created by

- controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
- E. Should travel be required in the performance of official duties during the detail, the Detailee will be reimbursed in accordance with the Federal Travel Regulations. Any costs associated with travel directed by USAID shall be paid by <u>USAID</u>.

8. ETHICS

The Detailee continues to be subject to the Federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, and limitations on political activity (including 18 U.S.C. §§ 203, 205, 207, 208, and 209, and 5 C.F.R. Part 2635, and 5 U.S.C. §§ 7321 – 7326, 5 C.F.R. Part 733, and 5 C.F.R. Part 734).

GSA is responsible for ensuring that the Detailee receives required ethics training. For details in excess of 30 calendar days, the Detailee will be subject to any of <u>USAID</u>'s applicable supplemental agency regulations rather than to any supplemental agency regulations of his or her employing agency. <u>USAID</u> will provide any necessary ethics training or guidance related to its supplemental agency regulations.

Consistent with the implementing regulations of 5 C.F.R. Part 2634, the Detailee should continue to file his or her required financial disclosure reports with GSA (if required to file) while on detail.

GSA will ensure that USAID's ethics officials are routinely provided with access to relevant information in the Detailee's financial disclosure report (if required to file). GSA ethics officials may also need to facilitate coordination with USAID's ethics officials to appropriately advise the Detailee of his or her ethics requirements.

9. SECURITY CLEARANCE:

The commencement of the detail is contingent upon the Detailee's successful adjudication and receipt of any necessary security clearances and other pre-employment screening required by USAID. If the Detailee is unable to obtain the required level of access prior to the detail or her access is suspended or revoked for any reason during the detail, USAID_retains the right to immediately terminate the detail. GSA is not obligated to provide a replacement.

10. LOCATION OF WORK ASSIGNMENT:

The Detailee's work location shall be the 1300 Pennsylvania Avenue NW, Washington, DC

11. CONTACTS:

Gaining Supervisor: Adam Korzeniewsk, White House Liaison

Home Agency Supervisor: Stephen Ehikian, Acting Administrator, GSA

12. SIGNATURES:

Stepher Elulain	2/14/2025
Stephen Ehikian	Date
Acting Administrator U.S. General Services Administration	
Adam M. Korzeniewski	2/14/2025
Adam Korzeniewski ADAM Digitally signed by ADAM MICHAEL KORZENIEWSKI Date: 2025.02.15 12:50:58 -05'00'	Date