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# **Exhibit E**

# Memorandum of Understanding for Detail between GSA and the United States African Development Foundation

## Non-Reimbursable Detail Base Agreement

The General Services Administration hereby enters into an agreement for the temporary detail of Ethan Shaotran from the Office of the Administrator at the General Services Administration (GSA) to the United States African Development Foundation (USADF). This detail shall be made on a non-reimbursable basis in accordance with the provisions set forth herein.

#### 1. PURPOSE

This Memorandum of Understanding (MOU) outlines the agreement for Ethan Shaotran to participate in a non-reimbursable detail to USADF for the purpose of supporting the USADF in, among other things, improving governmental efficiency.

#### 2. SCOPE OF WORK/ASSIGNMENT

During the period of the detail Ethan Shaotran will be detailed from his present position as a Software Engineer with the Office of the Administrator at the General Services Administration to a set of duties with USADF.

### A. Duties and Responsibilities of the Detailee

The Detailee's duties and responsibilities at USADF may include but not be limited to:

- Reporting to, and being supervised by, USADF leadership for such purposes as improving efficiency and transparency at the USADF and across government.
- Utilizing software engineering, modern architecture and system design, project and team leadership, delivery focus, security engineering, site reliability engineering, data engineering, engineering management, and/or executive leadership expertise to champion the use of modern technology development and management approaches. Applying a deep understanding of the characteristics of successful digital services and how they are built both inside and outside government; including user-centered design and development practices and modern consumer tech, to lead major initiatives, provide consultation on systems or policy proposals, and/or provide technical, policy, and programmatic guidance to government leaders at the most senior levels.
- Engaging in a wide range of activities including debugging, software testing, and programming. Quickly adapting and learning by problem-solving within legacy systems and organizational constraints while working collaboratively with designers for rapid prototyping. Collaboratively developing and testing the success of government-wide standards for digital services, leading to their adoption across citizen and business-facing government services. Identifying, developing, and building support and tools (technical and policy) for implementing a common user experience and brand across government digital services. Leading the development of a single user experience for citizen and business-facing digital services. Assessing the state of current projects in agencies and plans and/or leading interventions where major corrections are required.
- Serving as a recognized and respected authority on a diverse range of issues related to
  technology, digital service delivery, and/or technology policy, as well as on more widespread
  issues affecting the substantive office's mission in which their expertise is often sought. Using
  technical leadership, outstanding creativity, and exceptional judgment to develop, define, and
  lead citizen and business-facing digital service delivery efforts, devising innovative ways to
  solve problems of major importance to citizens. Leading technology initiatives or

technology policy initiatives across the government, promoting user-centric design, standards-based approaches to development, and modern project management and development processes. Collaborating with other multi-disciplinary technical experts within USADF and throughout the federal government, as well as individuals throughout private industry to develop a coordinated approach to unique problems or areas in which Federal agencies or the private sector has previously not been involved or concerned.

Leading redesign of complex business processes focusing on user needs and leading
development of services based on redesign. Working in partnership with Designers to conduct
sophisticated user research using quantitative and qualitative methods. Presenting findings and
leading programmatic and technical decision-making based on this analysis with senior-level
officials and agency leadership.

### B. Goals of the Detail Assignment:

The purpose of this role is to provide the USADF with experienced engineering assistance by contributing specialized skills across various agency projects to achieve USADF objectives. The Detailee, in coordination with the USADF, will contribute to USADF tasks as assigned.

#### C. Controls over Work

The Detailee will report to USADF leadership in performing work under this MOU. The supervisor of Ethan Shaotran will be the USADF Chair, his designee, or other USADF leadership as designated for any work performed pursuant to this MOU.

# 3. DURATION, EXTENSION, AND TERMINATION OF ASSIGNMENT

- A. The terms and conditions described in this MOU are effective from February 20, 2025 through July 4, 2026. The parties may extend this MOU through an addendum.
- B. An extension must be documented as a written and signed amendment to this agreement and personnel action, as appropriate.
- C. This agreement may be amended or terminated by mutual written and signed consent of both parties, with reasonable notice to the Detailee.
- D. At the conclusion of the detail, the Detailee will return to his position of record with GSA.
- E. The work week and hours of duty for work performed pursuant to this MOU will be determined by USADF, subject to applicable Federal regulations and consultation with GSA.
- F. The Detailee will continue to accrue annual and sick leave in accordance with GSA's provisions for Attendance and Leave. Use of leave will be approved by the USADF supervisor designated for the period of assignment. The USADF supervisor will advise the GSA supervisor of any leave taken by submitting approved time and attendance records on a biweekly basis. GSA will continue to maintain the Detailee's official time and attendance record. The Detailee's supervisor at USADF, or his designee, must sign all submitted time and attendance records.
- G. The Detailee's coverage under Federal retirement, group health benefits, life insurance, and Thrift Savings Plan (if applicable) will continue during the period of assignment. The Detailee's share of costs for such coverage will continue to be withheld from the Detailee's salary. Payment of the employer's share of costs is indicated below.

#### 5. LEGAL AUTHORITY

The Economy Act, 31 U.S.C. §§ 1535 - 1536 16 HRM 9334.2A

The legal authority for any non-reimbursable details arises from decisions of the Comptroller General setting forth exceptions to the general rule that a non-reimbursable detail between Federal agencies constitutes a violation of the Purpose Statute (31 U.S.C. § 1301) by the loaning agency and an improper augmentation of appropriated funds by the gaining agency. Specifically, the Comptroller General recognizes the following two exceptions allowing non-reimbursable details: (1) "where they involve a matter similar or related to matters ordinarily handled by the loaning agency and will aid the loaning agency in accomplishing a purpose for which its appropriations are provided," or (2) details that have a negligible impact on the loaning agency's appropriations. See HHS Detail of Office of Community Services Employees, B-211373 (Mar. 20, 1985).

#### 6. REIMBURSEMENT PROVISIONS:

A. Salary and Fringe Benefits: GSA will continue to pay Detailee's annual salary, if any. This agreement is non-reimbursable.

# 7. RULES, REGULATIONS, AND POLICIES:

- A. The Detailee is subject to the Federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, suitability, security, and limitations on political activity (18 U.S.C. §§ 203, 205, 208, and 209 and 5 C.F.R. Parts 2635 and 4501); and to any applicable state and local government statutory and regulatory provisions.
- B. The Federal Tort Claims Act and any other Federal tort liability statutes shall apply to the Detailee.
- C. The rules and policies that govern the internal operation and management of USADF are applicable to the Detailee.
- D. Records retention. The Detailee agrees to preserve information worked on for USADF in accordance with the Federal Records Act and any other applicable records rules, regulations, laws, or requirements.
- E. Unauthorized disclosure of information. The Detailee will not disclose nonpublic information to outside parties without prior approval from USADF. If the Detailee improperly discloses non-public information, 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.
- F. The Detailee will not knowingly take any actions that undermine USADF responsibilities under governing statutes, regulations, or directives, including but not limited to FISMA, FITARA, and the Privacy Act.
- G. The Detailee will not knowingly take any measures that create cybersecurity risks to USADF systems.
- H. The Detailee will not knowingly access USADF systems in a manner that fails to comply with all relevant federal, security, ethics, and confidentiality laws, regulations, and policies, including USADF records management and information security requirements.
- The Detailee will not access, or attempt to access, classified information without proper security clearance.
- J. The Detailee will access USADF data, information, and systems for only legitimate purposes, including but not limited to IT modernization, the facilitation of USADF operations, and the improvement of Government efficiency.

- K. The Detailee will comply with the requirements of the Privacy Act for information that USADF collects on individuals, including, if necessary, publishing or amending Systems of Records Notices to adequately account for the information it collects.
- L. The Detailee will destroy or erase copied USADF data or information when no longer needed for official purposes in compliance with applicable records laws, rules, and regulations.
- M. To the greatest extent possible, the Detailee will use the program agency system documentation to understand how to use the data and information which is being accessed.
- N. 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 USADF shall be paid by USADF.

#### 8. LOCATION OF WORK ASSIGNMENT:

The Detailee's work location shall be any USADF or other facility as specified by the USADF supervisor.

Stephen Ehikian	Date
Acting Administrator	Bute
General Services Administration	

United States African Development Foundation