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Responsible Office: Office of the Chief Human Capital Officer (OCHCO)

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Preface

P.1 Purpose

This NASA Interim Directive (NID) establishes requirements and responsibilities for the administration of NASA's Domestic Employees Teleworking Overseas (DETO) program.

P.2 Applicability

- a. This NID is applicable to NASA civil service employees.
- b. This NID is applicable to DETO arrangements as defined by the Department of State. It does not cover employees assigned to a foreign location.
- c. In this directive, all document citations are assumed to be the latest version, unless otherwise noted.
- d. In this NID, all mandatory actions (i.e., requirements) are denoted by statements containing the term "shall." The terms: "may" or "can" denote discretionary privilege or permission, "should" denotes a good practice and is recommended, but not required, "will" denotes expected outcome, and "are/is" denotes descriptive material.
- e. The Office of Inspector General has statutory independence and may create a separate policy that meets its mission requirements.

P.3 Authority

- a. National Aeronautics and Space Act, 51 U.S.C. § 20113.
- b. Government Organization and Employees, 5 U.S.C, parts 101-11001
- c. Administrative Personnel, 5 CFR, parts 1-1199.
- d. Department of State Domestic Employee Teleworking Overseas, 3 FAM 2370.
- e. Section 6202 of the Fiscal Year 2022 National Defense Authorization Act (Public Law 117-81, December 27, 2021)

P.4 Applicable Documents and Forms

- a. Determining an Employee's Official Worksite, 5 CFR § 531.605.
- b. National Defense Authorization Act for Fiscal Year 2023 (FY 2023 NDAA, Public Law 117-263, Dec. 23, 2022. (Section 9717).
- c. Domestic Employee Teleworking Overseas, 3 FAM 2370.
- d. NPR 1800.1, NASA Occupational Health Program Procedures.

- e. NPR 2810.2 Possession and Use of NASA Information and Information Systems Outside of the United States and United States Territories.
- f. Department of State National Security Decision Directive (NSDD) 38.
- g. NPR 9710.1, General Travel Requirements.
- h. Office of Personnel Management (OPM) Guide to Processing Personnel Actions.
- i. Notification of Personnel Action, OPM Standard Form (SF) 50.
- j. Department of State's DETO Agreement Template.
- k. NASA's DETO Agreement and Terms and Conditions.

P.5 Measurement/Verification

The Department of State and NASA's Mission Support Directorate (MSD) will establish program objectives and reporting requirements to monitor and evaluate the effectiveness of NASA's DETO Program in accordance with Department of State requirements and agency goals.

P.6 Cancellation

None.

Chapter 1. General Provisions

1.1.1 A Domestic Employee Teleworking Overseas (DETO) is a Department of State (DoS) managed program that allows a NASA permanent competitive or excepted U.S. civil service employees assigned to a domestic position to request to work remotely from a foreign location for a limited time.

1.1.2 DETO requests shall be considered on a case-by-case basis.

1.1.3 Per Department of State's 3 FAM 2370, Domestic Employee Teleworking Overseas, the Department of State shall have the final authority for the approval or disapproval of all agencies' DETO arrangements and individual DETO requests.

1.1.4 Employees may not perform domestic work from a foreign location without an approved DETO arrangement in place. Employees on a permanent foreign assignment or those on official NASA-sponsored travel to a foreign location are not covered by NASA's DETO policy.

1.1.5 The DETO arrangement is not an employee benefit or entitlement but is rather a limited workplace flexibility option that NASA may use to allow eligible employees to work from an overseas location.

1.1.6 The term United States (U.S.) in this document includes the United States, the District of Columbia (D.C.), and the territories of the U.S. Telework and remote work occurring within the U.S. is covered by NPR 3600.2, NASA Telework Program.

1.1.7 The terms international, overseas, and foreign in this document all refer to locations outside the U.S. that are subject to the Department of State's policies for DETO arrangements.

1.1.8 DETO employees are required to continue following all applicable federal laws, rules, regulations and NASA policies, procedures, and requirements.

1.1.9 DETO employees may only work in the countries and location(s) stated in the approved DETO agreement. DETOs may not work in foreign locations that are not expressly approved, even for short durations.

Chapter 2. Responsibilities

2.1.1 Department of State is responsible for DETO guidance to agencies as well as final decisions on all DETO cases.

2.1.2 Center Directors (CDs), Officials-in-Charge (OICs), to include OICs of Mission Directorates and Mission Support Enterprise Organizations (MSEOs), and equivalents are responsible for approving or disapproving NASA DETO requests. NASA DETO requests for Senior Executive Service (SES), Senior Level (SL) and Scientific and Professional (ST) employees must also be approved by the Executive Resources Board.

2.1.3 Office of the Chief Human Capital Officer (OCHCO) is responsible for maintaining NASA's DETO policy and coordinating with the Department of State and NASA organizations to ensure compliance with program requirements.

2.1.4 Office of International and Interagency Relations (OIIR) is responsible for:

- a. Managing NASA-approved DETO applications and arrangements with the DoS.
- b. or Coordinating applicable International Cooperative Administrative Support Services (ICASS) costs with the DoS.
- c. Ensuring payment to DoS.
- d. Obtaining funding from responsible organizations.

2.1.5 Office of the Chief Information Officer (OCIO), Office of Protective Services (OPS), Office of the Chief Financial Officer (OCFO), Office of the General Counsel (OGC), and OIIR are responsible for providing guidance to OCHCO for management of their programs in support of NASA's DETO program. The Center counterparts for these organizations are responsible for providing input and advisory services on individual DETO requests.

2.1.6 The employee's assigned organization is responsible for all associated costs such as: applicable ICASS costs, applicable premium pay, any NASA required travel arrangements, device shipping costs, etc. These costs must be documented on NASA's DETO cost analysis form.

2.1.7 Supervisors are responsible for ensuring individual employee requests meet the intent of NASA's DETO program, deciding on the initial concurrence/disapproval of individual DETO requests, and completing all required information, coordination, and cost analyses prior to forwarding any requests to CD/OIC for further consideration.

2.1.8 Employees are responsible for submitting DETO requests if interested in a DETO arrangement, ensuring that their requests comply with NASA and Department of State requirements, ensuring that all required information and coordination is completed and once they begin working abroad, ensuring their workstation is appropriately set-up.

Chapter 3. Eligibility

3.1.1 NASA only authorizes Sponsored DETOs (i.e., NASA US civil service employees who are the spouse, family member, or domestic partner of an individual assigned overseas on U.S. Government orders). Documentation must show the NASA employee is listed on the U.S. Government sponsor's orders, is traveling with the sponsor, is covered by the sponsor's Status of Forces Agreement (SOFA) (or equivalent), and that coverage is inclusive of evacuation coverage, relocation costs, medical clearance procedures, etc.

3.1.2 NASA employees cannot be required to work a DETO arrangement, nor are they entitled to such an arrangement. Requests must be submitted by an interested employee but are subsequently dispositioned by NASA and ultimately decided by the Department of State.

3.1.3 DETO requests may not be submitted or approved for:

- a. Independent DETOs, i.e., any employee teleworking in a foreign location, who are not included on official government-issued orders of a U.S. Government sponsored individual.
- b. Posts or countries that are unaccompanied or partially unaccompanied, or where an authorized or ordered departure is in effect or comes into effect.
- c. Employees whose duties would include reporting on, or playing any role in, the policy or administrative issues pertaining to the country to which the employee requesting a DETO arrangement. Note: When there are questions of applicability, supervisors should contact OIIR to make an initial determination whether an employee meets this threshold. If needed, the US Embassy will make the final determination.
- d. Employees who have been, or would otherwise be, found ineligible to telework domestically for reasons outlined in NASA Telework Program, NPR 3600.2, Chapter 3.
- e. Employees whose position requires access to classified information.
- f. Employees whose duties during the DETO timeframe would be covered by NASA's Drug Testing program.
- g. Employees whose requested DETO duration would be less than one year.
- h. Employees who are not permanent competitive or excepted service civil service employees.
- i. Employees who have been employed with NASA as a civil servant in a domestic position for less than one year prior to submitting a formal request to become a DETO.

Chapter 4. Establishing a DETO Arrangement

4.1.1 The Department of State is the final deciding official for all DETO arrangements. Requests submitted to the Department of State may take upwards of 6 months for a decision. For planning purposes, employees and supervisors should be aware that a DETO request may take up to a year from the initial request to a final DoS decision.

4.1.2 An eligible employee interested in a DETO arrangement must discuss their interest and circumstances with their supervisor prior to submitting an official request. Due to the extensive workload and documentation required, the supervisor should informally concur with the request before the employee submits a formal request.

4.1.3 In the event a NASA employee wishes to work as a DETO from a country on NASA's Designated Countries List (DCL), an OIIR review and decision is required as part of the initial/informal request process. After receiving an informal approval from the supervisor, but prior to submitting a formal request, the employee shall contact the agency's OIIR to request a DETO DCL country decision. The request must include relevant details to the DETO such as the requested DETO timeframe, the exact location the employee will be working (i.e., domicile), expected interactions in the foreign location and with foreign nationals, IT requirements, etc. Upon receipt of a DETO request to a DCL, the international division country desk officer will internally vet the request through export control, OCIO, and any other relevant stakeholders and provide a recommendation to the Associate Administrator for OIIR. OIIR's Associate Administrator (AA) will make a final decision on whether NASA can support the employee's DCL DETO request. OIIR's AA is the final authority on whether a DETO may work in a DCL. If OIIR disapproves the DCL, the entire DETO request is disapproved, and the request may not be routed further.

4.1.4 In most cases, Sponsored DETOs will not have ICASS costs as these services are provided by the sponsor's agency. If ICASS costs apply, the employee/supervisor must conduct pre-coordination activities to document the requirements, conduct an ICASS cost analysis to outline ICASS needs and associated costs, identify applicable restrictions, and submit the ICASS documentation to OIIR. OIIR will contact the sponsor's Post Management Counselor for the requested overseas location to coordinate and notify the employee/supervisor of the outcome. The outcome of the pre-coordination activities must be documented on the DETO agreement, NASA Supplemental form, and NASA's DETO cost analysis form. Refer to 3 FAM 2371.12.

4.1.5 Once all the required information is received and necessary pre-coordination is complete, the employee submits a formal request to their supervisor by completing the Department of State (DoS) DETO agreement template, NASA's Supplemental DETO Form, and NASA's DETO cost analysis form.

4.1.6 The supervisor must contact the organizations listed in Appendix B as part of the request for review and feedback. Any documentation, information, or feedback provided by these organizations must be included in the formal request.

4.1.7 If necessary, the supervisor is responsible for ensuring coordination with applicable NASA missions, program, project, Executive Resources Board (required for executives), enterprise office, and other stakeholders as part of the request for review and feedback. Any documentation, information, or feedback provided by these stakeholders must be included in the formal request.

4.1.8 After receiving feedback from stakeholders and the organizations listed in Appendix B, the Department of State DETO Agreement and NASA Supplemental Form must be submitted through the employee's supervisory chain to the applicable CD, OICs, or equivalent. Any supervisor in the employee's chain may disapprove the request at which time the request may not be continued. The CD, OIC, or equivalent is the final NASA deciding official for all DETO requests. Approvals are documented via CD/OIC signature on the Department of State DETO Agreement.

4.1.9 An Anti-Nepotism Review (ANR) is required before a DETO candidate is permitted to work at the same post as his or her sponsoring employee when the DETO candidate's sponsoring employee is the Chief of Mission, Deputy Chief of Mission, Principal Officer, Deputy Principal Officer, or where any elements of the "Prohibited Conditions" listed in 3 FAM 8326 might appear to potentially exist. The employee and supervisor, in consultation with OIIR, should consult 3 FAM 8320 to determine whether an ANR review is required. If applicable, the NSDD 38 web application request submitted to Department of State must include an Anti-Nepotism Review (ANR).

4.1.10 Requests that have been denied by either NASA or Department of State may not be resubmitted unless there are substantive differences from the original request. The first-line supervisor determines whether a request is substantively different and eligible for submission.

4.1.11 If the CD/OIC or equivalent approves an employee's DETO request, the first-line supervisor must send the signed Department of State DETO Agreement to OIIR. OIIR validates completion and forwards the signed Department of State Agreement to the DOS Host Regional Bureau to acquire the signatures of the DOS Host Bureau EX Director and Post Management Counselor or the designated post management official for review and signature. OIIR will notify the first-line supervisor of the outcome and, if approved, send the signed Department of State form to the first-line supervisor.

4.1.12 After all required NASA and Department of State signatures, documents, coordination, and approvals have been completed, the supervisor must submit the signed Department of State DETO Agreement and NASA Supplemental Form to OIIR. OIIR will submit the signed Department of State DETO agreement, NASA Supplemental Form content and any other relevant information to the Department of State's Policy and Global Presence Directorate in the Office of Management Strategy and Solutions (M/SS) through the NSDD-38 web application to formally obtain Chief of Mission approval.

4.1.13 If Department of State Chief of Mission approval is received, all requirements have been met, and a desired start date to begin working in the foreign location has been requested by the employee, the supervisor will contact the servicing Human Capital Office (HCO) to determine the official effective date of the DETO arrangement. DETO arrangements may not begin until an official start date has been negotiated and the personnel action request has been submitted. Note: HCO must be notified at least 45 days prior to the desired start date to provide sufficient time to process applicable personnel actions to mitigate negative impacts to pay, benefits, etc.

4.1.14 Upon approval of a DETO arrangement by the Department of State, but prior to the effective date, the employee must submit a DETO remote agreement request in NASA's automated system. The DETO remote agreement request will include additional terms and conditions and DETO-specific information. The employee/supervisor must attach all applicable DETO information, documentation, etc. to the request for records retention purposes.

4.1.15 A DETO arrangement cannot begin (i.e., the employee may not begin conducting NASA work in the foreign location) until: the arrangement has received Department of State approvals, including all required signatures for the DETO Agreement and COM approval via NSDD 38; the personnel action has been submitted to change the employee's duty station to the foreign location; and, the employee/supervisor has been notified of the official effective date.

Chapter 5. Duration

5.1.1 The preliminary duration of a DETO arrangement may not exceed the initial overseas assignment duration of the NASA employee's sponsor.

5.1.2 If the sponsor's assignment in the foreign location is extended, additional time may be requested by the NASA employee to extend their DETO agreement. The employee may request an extension for no more than the period needed to align their DETO arrangement period with the new/updated end date of their sponsor's tour. If supported by the supervisor, the extension may be formally requested for approval by NASA and DoS by attaching a Department of State DETO Addendum and NASA Supplemental Form to the original DETO agreement request. The addendum must include an updated DETO agreement inclusive of the new dates, and updated signatures, coordination, and NASA approvals.

5.1.3 Requests to extend a DETO arrangement must be submitted to the Department of State for a final decision. Requests will be submitted to the Department of State by OIIR by attaching the addendum to the original DETO Agreement and updating the NSDD 38.

Chapter 6. Termination of a DETO Arrangement

6.1.1 Supervisors must contact their Servicing HCO prior to cancelling or amending a DETO for any reason.

6.1.2 The supervisor may cancel or amend an existing DETO arrangement based on the needs of the office by providing written justification to the employee no less than 45 days in advance of the proposed cancellation/amendment date. Upon notification of a DETO termination, the employee shall return to the assigned domestic worksite to perform the duties of their position from their assigned domestic worksite. Employees may not be compensated for the cost or time it takes to return to the assigned domestic worksite.

6.1.3 DETOs may be cancelled or temporarily halted at any time if there are performance or conduct concerns.

6.1.4 Barring emergency circumstances that prohibit early notification, a DETO shall request to cancel/amend their DETO Agreement by submitting a written request to their supervisor no less than 45 days in advance of the requested cancellation/amendment date. Once notified of the employee's termination request, the supervisor must contact OIIR and the Servicing HCO. To avoid possible impacts to pay, benefit, taxes, etc., the request to terminate/amend the DETO, and identification of the employee's requested work status should be submitted to the Servicing HCO and OIIR no less than 45 days in advance of the requested DETO termination date.

Chapter 7. Records and Documentation Retention

7.1.1 Employees and supervisors are responsible for retaining all DETO-related documentation. Department of State's DETO Agreements, NASA's Supplemental Form, associated documentation, and information on any DETO request, must be retained in accordance with NPR 1441.1, NASA Records Management Program Requirements, for telework and remote work agreements.

7.1.2 The following must be attached to the employee's DETO agreement request in NASA's automated system:

- a. Completed Department of State DETO agreement request.
- b. Completed NASA supplemental form.
- c. Copy of sponsor's U.S. Government orders with NASA employee included.
- d. Feedback from organizations listed in Appendix B.
- e. Communications and/or decision documentation from Department of State.
- f. If applicable, feedback from other stakeholders.
- g. Any other documentation/information relevant to the DETO.

Chapter 8. Pay

8.1.1 An employee's pay while working in the foreign location will be set in accordance with section 9717 of division I (Department of State Authorizations) in the James M. Inhofe National Defense Authorization Act for Fiscal Year 2023 (FY 2023 NDAA, Public Law 117-263, Dec. 23, 2022) which may result in a decrease in an employee's pay.

8.1.2 DETO employees are eligible for location-based comparability pay (e.g., locality pay) in accordance with Section 9717 of the National Defense Authorization Act for Fiscal Year 2023 (Public Law 117-263). Under this authority, Civil Service DETOs will receive location-based comparability pay that is equal to the lesser of the following:

- a. The locality pay the employee would have received had they not moved overseas as a DETO;
or
- b. The current rate of Overseas Comparability Pay (OCP) paid to eligible Foreign Service employees working overseas, including Foreign Service employees on DETO arrangements. OCP is currently set at two-thirds the rate of DC locality pay.

8.1.3 Employees are responsible for understanding the impact a DETO will have on their pay prior to submitting a DETO request.

Appendix A. Definitions

Anti-Nepotism Review (ANR): An ANR is required before a DETO candidate is permitted to work at the same post as his or her sponsoring employee when the DETO candidate's sponsoring employee is the Chief of Mission, Deputy Chief of Mission, Principal Officer, Deputy Principal Officer, or where any elements of the "Prohibited Conditions" listed in 3 FAM 8326 might appear to potentially exist. If it's unclear whether an ANR is required, the employee/supervisor, in consultation with OIIR, should consult 3 FAM 8320 to determine whether an ANR review is required.

Assigned Organization/Official Worksite: The Center and organization to which the DETO is officially assigned and which owns the FTE.

Civil Service: The term "civil service" has the meaning given the term in section 2101 of title 5, United States Code

Designated Countries List (DCL): A compilation of countries and territories with which the United States:

I) Has no diplomatic relations.

II) Countries determined by Department of State to be "State Sponsors of Terrorism" or identified by the Department of Commerce as "Terrorist Supporting Countries,"

III) Countries under Sanction or Embargo by the United States.

IV) Countries of Missile Technology Concern.

DETO Agreement: An official agreement documenting the terms and conditions of the DETO arrangement. The agreement must be completed and is submitted to Department of State as part of the final decision package.

Domestic Employee Teleworking Overseas (DETO): A program managed by the Department of State (DoS) that allows a civil service employee assigned to a domestic position to temporarily work from a foreign location. The DETO's duty station will be temporarily changed to reflect the overseas alternate worksite for the duration of the DETO arrangement.

Independent DETO: An employee not included on orders of a U.S. Government sponsoring employee.

International Cooperative Administrative Support Services (ICASS) costs: Costs that cannot be directly attributed to an agency and are distributed via ICASS as either post-obligated costs or non-post-obligated costs (refer to 6 FAH-5 H-352.12, Domestic Employees Teleworking Overseas). Typically, not applicable to DETOs unless the NASA employee requires a worksite at the installation/embassy. ICASS costs, if applicable, must be discussed, identified, assigned, and documented prior to submission of a formal DETO agreement. ICASS must also be captured on the Department of State DETO Agreement and NASA Supplemental Form.

National Security Decision Directive 38: A National Security Decision Directive (NSDD) 38 gives the Department of State Chief of Mission (COM) control of the size, composition, and mandate of overseas full-time mission staffing for all U.S. Government agencies. Agency requests for employees to work as a DETO are submitted via an interactive, web-based application, also referred to as NSDD 38 web application.

OVERSEAS: The term “overseas” means any geographic location that is not in the continental United States or a nonforeign area.

Overseas Alternate Worksite: The approved worksite documented on the DETO employee’s agreement. This is the site the employee will perform the duties of their domestic position during the DETO arrangement. Typically, this is the overseas residence. Also referred to as the overseas/foreign duty station or DETO location.

Overseas Comparability Pay (OCP): OCP is part of base pay and is not related to specific post of assignment, working conditions or cost of living, but is designed to partially close the gap between public and private employee salaries for comparable level work. Comparability payments are considered part of basic pay for purposes of computing retirement, life insurance, and premium pay and for other purposes provided by law or prescribed by the U.S. Office of Personnel Management. When setting pay for a DETO the employee will receive the lesser of:

The locality pay the employee would have received had they not moved overseas as a DETO; OR

The current rate of Overseas Comparability Pay (OCP) paid to Foreign Service employees working overseas, including Foreign Service employees on DETO arrangements.

Sponsored DETO: A U.S. Government employee who is the spouse, family member, or domestic partner of a sponsoring U.S. Government employee assigned overseas.

Sponsor or Sponsoring Employee: Either 1) a DoD employee or uniformed service member who is or will be assigned (not TDY) to a military base or U.S. mission abroad or 2) a U.S. Government Agency Civil Service or Foreign service employee who is or will be assigned (not TDY) to a U.S. mission abroad under Chief of Mission (COM) authority or an office of the American Institute in Taiwan.

Appendix B. Acronyms

AA	Associate Administrator
ANR	Anti-Nepotism Review
CD	Center Director
CIO	Chief Information Officer
COM	Chief of Mission
DCL	Designated Countries List
DETO	Domestic Employees Teleworking Overseas
DoD	Department of Defense
DoS	Department of State
FLSA	Fair Labor Standards Act
FTE	Full-time Equivalent
HCO	Human Capital Office
ICASS	International Cooperative Administrative Support Services
M/SS	Management Strategy and Solutions
MSD	Mission Support Directorate
MSEO	Mission Support Enterprise Organizations
NSDD	National Security Decision Directive
OCFO	Office of the Chief Financial Officer
OCHCO	Office of the Chief Human Capital Officer
OCIO	Office of the Chief Information Officer (OCIO)
OCP	Overseas Comparability Pay
OGC	Office of the General Counsel
OIC	Officials-in-Charge
OIRR	International and Interagency Relations

OPM	Office of Personnel Management
OPS	Office of Protective Services
PII	Personally Identifiable Information (PII)
SF	Standard Form
SOFA	Status of Forces Agreement
TDY	Temporary Duty Travel

Appendix C. Required Organizational Coordination

The following is a list of NASA organizations the supervisor is responsible for coordinating with prior to submitting a formal DETO request for approval. If necessary, the supervisor, or employee, is responsible for responding to any inquiries, requests for information, or actions from the listed organizations required to close out coordination. Any documentation, information, or feedback provided by these organizations must be included in the formal request for awareness of NASA deciding officials.

- Center/Organizational CIO
 - Reviews request and outlines issues/concerns, areas of importance, recommendations, etc. based on:
 - Information Security
 - Equipment (hardware/software)
 - Any other applicable information or technology concerns
- Center/ Protective Services Office
 - Reviews request and outlines issues/concerns, areas of importance, recommendations, etc. based on:
 - Designated Countries List designations
 - OPS Country of Concern
 - Counterterrorism
 - Foreign country briefing requirement
 - Current clearance/background investigation level
 - Individual clearances must be disposition while covered under a DETO agreement based on the prohibition to conduct classified work as a DETO.
 - Badging requirements
 - Any other applicable security concerns
- Center/Organizational Export Control Office
 - Export Control
 - ITAR/EAR
 - Coordination with agency Office of International and Interagency Relations (OIIR)
 - Any other applicable concerns
- Center/Organizational HR
 - Reviews request and outlines issues/concerns, areas of importance, recommendations, etc. based on:
 - Appointment eligibility
 - Pay/leave
 - Foreign Remote Work requirements
 - Any other applicable HR concerns
- Center/Organizational Legal
 - Reviews request and outlines issues/concerns, areas of importance, recommendations, etc. based on:
 - Legal considerations and perspectives

- Center/Organizational Office of the Chief Financial Officer
 - Reviews request and outlines issues/concerns, areas of importance, recommendations, etc. based on:
 - ICASS cost payments (if applicable)
 - Applicable agency costs (e.g., travel, pay, etc.)
 - Budget POCs for cost payments
 - Confirm estimate and funding source on the DETO Analysis Worksheet
 - Any other financial considerations
- Center Foreign Travel Coordinator
 - Reviews request and outlines travel requirements and any issues/ concerns or areas of importance associated with the employees' intended DETO location
 - Authorized or Ordered Departure
 - Country travel restrictions or concerns
 - NASA travel policy requirements
 - Official Passports and Visa Process
 - Electronic Country Clearance Process
 - Provides direction when the employee expects to have travel requirements from NASA while on an approved DETO
 - If needed, coordinates country briefing with Center identified counter-intelligence/counterterrorism POC

Appendix D. Department of State DETO Agreement Template

The following is NASA's DETO Agreement template. Both this document and NASA's DETO supplemental form (Appendix D) must be completed before a DETO request will be submitted to Department of State for approval/disapproval. Text in red must be completed.

Domestic Employees Teleworking Overseas (DETO) Agreement

Between **NASA**, the Department of State, the State Department regional hosting Bureau of (*ex. European Affairs*) and **Employee NAME** _____ for a **Sponsored** DETO Arrangement.

Privacy Act Statement

Authority: This information is sought and maintained under authority of the Telework Enhancement Act of 2010 (5 U.S.C. 6501 et. Seq.), 5 CFR 531.605, and 22 U.S.C. 2581.

Purpose: The information solicited on this form will be used to ensure eligibility in the Telework program, to validate the employee's performance of a home safety check and to facilitate timely processing of the request.

Routine Uses: The information on this form may be shared to auditors in the performance of the duties of the Government Accountability Office; to an entity under contract to the Department of State to fulfill an agency function; and with members of Congress from a record of an individual in response to an inquiry from the Congressional office made at the request of that individual. More information on the Routine Uses for the system can be found in Systems of Records Notice, State-31, Human Resources Records.

Disclosure: The information requested on this form is voluntary but failure to provide the requested information may delay or result in disapproval of your Telework request.

The supervisor and the employee should each keep a copy of the agreement for reference. Note: Once the agreement is finalized and the employee begins work from abroad, a SF-50 personnel action must be processed to change the location of the position and to ensure the correct locality pay.

1. Voluntary Participation

The Domestic Employee Teleworking Overseas (DETO) arrangement is a workplace flexibility option that NASA may approve to allow employees assigned to domestic positions to accomplish duties/work from an overseas location. The employee voluntarily agrees to work at the NASA-approved alternate work site indicated below and agrees to comply with all applicable NASA and Department of State policies and procedures, including those set forth at 3 FAM 2370 and other applicable laws, rules, regulations, and policies.

Employee's Name:
Employee's Title:
Employee's Grade:
Employee's Supervisor:
Employee's Home Office in the U.S.:
Location of Post:
State Dept Regional Bureau Corresponding to Location of Post^[1]:
Date of Arrival at Post:
DETO Start Date*:
DETO End Date:

For DETOs:

Name of Sponsoring Employee (spouse):
Title of Sponsoring Employee at Post:
Post (city and country):

*DETO start date subject to having a fully signed DETO Agreement and COM approval, either via NSDD 38 or electronic Country Clearance (eCC).

2. Pay and Allowances

Civil Service DETO employees are eligible for location-based comparability pay in accordance with Section 9717 of the National Defense Authorization Act for Fiscal Year 2023 (Public Law 117-263). Under this authority, Civil Service DETOs will receive location-based comparability pay that is equal to the lesser of the following:

1. The locality pay the employee would have received had they not moved overseas as a DETO; or
2. The current rate of Overseas Comparability Pay (OCP) paid to eligible Foreign Service employees working overseas, including Foreign Service employees on DETO arrangements. OCP is currently set at two-thirds the rate of DC locality pay.

Foreign Service DETO employees are paid based on the overseas FS pay scale, which includes Overseas Comparability Pay (OCP). (Eligibility for overseas/foreign allowances and differentials is governed by 5 U.S.C. 5921 *et seq.*, the Department of State Standardized Regulations, and Foreign Affairs Manual.)

DETOs are domestically assigned and are not authorized to receive overseas/foreign allowances. Travel entitlements are governed by the Foreign Affairs Manual, the Foreign Affairs Handbook, and other applicable statutes, regulations, and guidance and may vary based on factors such as the duty station.

Notification of start and end date:

Employees must notify their supervisor, Servicing Human Capital Office (HCO) and telework/remote work coordinator of the effective commencement date of the DETO arrangement before or upon their arrival at the overseas alternate worksite (or as soon as known) to allow the NASA to process the SF-50 (Notice of Personnel Action) documenting the change in duty station pursuant to 3 FAM 2371.10. The employee agrees that they will not commence telework from overseas until both this agreement is approved, and they have received Chief of Mission approval (either through the NSDD-38 process) and the effective date is confirmed by their Servicing HCO.

At the end of the term of the DETO arrangement, the employee must inform their supervisor, OIIR, and Servicing HCO of the effective date of the termination of the DETO arrangement to allow NASA to process the required SF-50 personnel action documenting the change in duty station.

The employee agrees that they may not telework from post beyond the term of their sponsoring employee's assignment/tour of duty. DETOs may not telework from post beyond when the DETO arrangement has expired.

By signing this agreement, the employee agrees to the following:

- The employee will be required to repay any pay, allowance, or differential payments they to which they are not entitled to receive. This repayment obligation cannot be waived.

NASA agrees that a DETO arrangement is not a basis for changing the employee's salary or benefits based on the Civil Service grade of the position.

3. Domestic Official Duty Station and Overseas Alternate Worksite

The employee's official assigned (domestic) position of record is located at (enter street address. Indicate assigned Center. If currently remote, indicate remote):

The employee's approved overseas alternate worksite (overseas duty station):

Please provide the address, city and country of the alternate worksite from which the employee will be teleworking overseas. If the residence will be embassy or consulate-provided-housing, or housing that meets DoD standards for safety and security as outlined in the 2024 MOA, but the address is not yet known, you may indicate that it will be U.S. government approved housing.

If the employee will be working from a residence or facility not under Chief of Mission security responsibility (e.g., a Department of Defense residence or installation), see section 21.

Post management reserves the option to inspect alternate work sites (including embassy-provided housing) during normal working hours with prior notice for purposes of compliance with the Office of Safety and Health Administration (OSHA) rules and regulations.

4. Official Duties

Unless otherwise instructed, employee agrees to perform official duties only at the regular worksite (i.e., the regular office or location of record for the employee's assigned position) or at the NASA approved overseas alternate worksite (overseas duty station).

Employee agrees not to conduct personal business during normal working hours at the alternate work site and to adhere to NASA policies and procedures for requesting and taking leave.

Enter Your Work Requirements or Position Duties.

Enter all duties that will be performed by the DETO. Please be sure to include any regional duties or interactions and provide an explanation of the prospective duties related to those countries and/or the region. Feel free to attach a page if additional space is needed. DETO employee should have no duties involving the host country. Do not include the PD or employee performance plan.

4B. Regional Duties

Answer the following questions.

1. Will the DETO travel on official business to other countries in the region on a TDY basis? If Yes, please specify which ones.

[Please note, if TDY travel for official business is required, the NASA Organization bears the TDY costs. Please note all TDYs must also be accounted for on the cost analysis worksheet]

2. Will the DETO interact with government officials or the general public in the country from which the DETO will telework? If Yes, please explain the nature of such interaction. This will generally be disqualifying for a DETO arrangement.

By signing this agreement, the employee acknowledges the following:

- Positions with duties that include reporting on, or playing any substantive role in the policy or administrative issues pertaining to the country in which the DETO duty station is located are ineligible for a DETO arrangement.

- If the COM, NASA, and/or the relevant State Department regional bureau(s) assess that the DETO arrangement could raise foreign relations issues or any other concerns described in [3 FAM 2371.8\(c\)](#), whether due to the DETO's duties relating to the region, a nexus between the DETO's duties and the host country's policies, or other issues (e.g., concerning other countries or regions that may pose a conflict of interest), or any other factor, the DETO agreement must address such concerns, including the countries or region(s) concerned. The justification must be included in the NSDD 38 web-application request that will require official approval by COM.

5. Work Schedule and Hours of Duty

NASA and employee agree upon the following telework schedule.

Employee will receive federal holidays if otherwise eligible. Employee is not entitled to local holidays of the overseas location (host country). If the alternate worksite is the embassy or other worksite that is closed due to a local holiday, the employee must work from another worksite approved by the supervisor (e.g., the employee's home) or use annual leave, leave without pay, or previously earned credit hours or compensatory time off. Employee is not entitled to excused absences for domestic location closures/emergencies and agrees to work their regular hours at the approved alternate worksite during any such events (or use paid or unpaid time off).

Day(s) working at the alternate work site. Please use local time zones. Circle am or pm as appropriate:

Week 1 (first week of each pay period)

Monday: From __am to __ pm

Tuesday: From __am to __ pm

Wednesday: From __am to __ pm

Thursday: From __am to __ pm

Friday: From __am to __ pm

Saturday: From __am to __ pm

Sunday: From __am to __ pm

Week 2 (second week of each pay period)

Monday: From __am to __ pm

Tuesday: From __am to __ pm

Wednesday: From __am to __ pm

Thursday: From __am to __ pm

Friday: From __am to __ pm

Saturday: From __am to __ pm

Sunday: From __am to __ pm

For full-time employees, the schedule should clearly indicate 80 hours per pay period, not inclusive of lunch.

6. Time and Attendance

Supervisor agrees to ensure the DETO's (employee's) work schedule is provided to the Center Payroll administrator to ensure they are setup appropriately in the timekeeping system.

Employee agrees to record hours worked at the alternate worksite in accordance with NASA policy, and the supervisor agrees to certify the hours worked, consistent with NASA policies.

By signing this agreement, the employee agrees to the following:

- Employee must request and use leave in accordance with the NASA leave policies and procedures (including any office-specific procedures), including for time relating to the employee's travel to the overseas duty station and personal transition time, as needed. Lack of compliance may result in disciplinary action.

7. Overtime

The supervisor may pre-authorize overtime if additional hours of work are necessary. The existing rules governing overtime in Title 5 U.S.C. and the Fair Labor Standards Act apply to DETO arrangements.

8. Administrative Support/Equipment

Employee will be enrolled in the current NASA approved remote work technology for access to the Agency's unclassified systems, email, and any other required systems, as appropriate.

NASA is not obligated to provide any equipment to the teleworker; however, they may provide the DETO with equipment and/or supplies. NASA and DETO should coordinate directly on matters relating to such equipment and supplies.

If applicable, please list below any equipment, IT, or supply-related support that NASA will provide to the employee to enable them to carry out their official duties:

9. International Cooperative Administrative Support Services (ICASS)

DETO arrangements are generally expected to have a minimal impact on the [ICASS](#) platform at missions abroad. For services required to support the employee's official duties (e.g. requests for embassy workspace/equipment at post) a subscription for the relevant ICASS cost centers to be funded by NASA would be required.

For ICASS services and workload counts unrelated to this DETO agreement, post will provide the employee the same level of administrative support as provided to Eligible Family Members of direct-hire American officers – if the sponsoring employee is employed at post. This includes services such as: CLO services, mail privileges, and accreditation.

Projected costs (using the [DETO "Cost Estimate" Template from CGFS/ICASS](#)) and Agency funding sources are listed in the box below:

By signing this agreement, the employee agrees to the following:

- Unless ICASS support services are specifically addressed, the employee will not receive any administrative support as a result of their status as a DETO employee. Sponsored employees will continue to receive the administrative support they are otherwise eligible for as a spouse of a U.S. direct employees at post.

10. Security and Records Management

Employees who are approved for a DETO arrangement will not work on, or have access to classified information at the alternate work site unless the approved alternate worksite is at the embassy/consulate and the required security standards have been met and are in place. DETOs will comply with current standards for remote operations as set forth in NASA policies.

Care and judgment must be exercised with regard to records and information that are Sensitive But Unclassified (SBU) and/or subject to the Privacy Act. Offices allowing employees access to these records offsite must ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records (see 12 FAM 540).

By signing this agreement, the employee agrees to the following:

- Employee will protect U.S. government or NASA records from unauthorized disclosure or damage and will comply with requirements of the Privacy Act of 1974, 5 U.S.C. 552a.

11. Medical

Pursuant to 16 FAM 122.2, as a family member at post, the employee will obtain a medical clearance from the Bureau of Medical Services. This applies to sponsored DETOs only.

Note: Sponsored DETOs whose sponsoring spouses are assigned to military installations overseas are not required to obtain a medical clearance from the Department of State.

Sponsored DETOs whose spouse works for a USG entity that does not fund medical evacuations must provide documentation of personal medical evacuation insurance to the post or relevant bureau before the COM will grant NSDD 38 approval.

12. Liability

By signing this agreement, the employee agrees to the following:

- The U.S. government will not be responsible for damages to an employee's personal or real property while the employee is working at the approved alternate work site, except to the extent the U.S. government is responsible under applicable law.

13. Work Area and Alternate Work Site Costs

By signing this agreement, the employee acknowledges the following:

- The employee will complete a safety checklist confirming that the workspace at their alternate worksite conforms with safety standards and that U.S. government will not be responsible for any operating costs that are associated with the employee using their home as an alternate work site, for example, home maintenance, insurance, or utilities.

14. Injury Compensation

By signing this agreement, the employee acknowledges the following:

- The U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP) provides eligibility for coverage to federal civilian employees for on-the-job injury or illness and to eligible survivors in the event of a work-related death. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternate work site and to complete any required workers' compensation claim forms. The supervisor agrees to take appropriate action immediately, pursuant to the Supervisor's Report instructions on the FECA claim form.

15. Work Assignments/Performance

By signing this agreement, the employee agrees to the following:

- The employee will complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in NASA's performance management system and individual performance plan, as applicable. The employee understands that a decline in performance may be grounds for canceling the alternate work site arrangement.

16. Standards of Conduct

By signing this agreement, the employee agrees to the following:

- The employee is bound by NASA standards of conduct while working at the alternate work site. Nothing in this agreement precludes NASA from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement, or regulations contained in 3 FAM 2370 and NASA standards.

17. Anti-Nepotism Review (ANR)

By signing this agreement, the employee acknowledges to the following:

- Before COM approval for the DETO arrangement can be submitted, an anti-nepotism review (ANR) will be required if the sponsored DETO candidate is the spouse of the Chief of Mission, Deputy Chief of Mission, Principal Officer, or Deputy Principal Officer or where any elements of the "Prohibited Conditions" listed in 3 FAM 8326 might appear to potentially exist.

If the sponsored DETO candidate is the spouse of the Chief of Mission, please refer to Section 18, below.

If the sponsored DETO candidate is the spouse of the Deputy Chief of Mission, Principal Officer, or Deputy Principal Officer at post, or is there any other reason to believe that any elements of the "Prohibited Conditions" listed in 3 FAM 8326 might appear to potentially exist?
YES// NO

If YES, please address the questions below. If NO, these questions are not required.

- a. If relevant, is a country carve out stipulated in the Work Commitments section of the DETO agreement to ensure that the DETO employee will not conduct work on [name of post] or [country location of DETO]-related issues? **YES // NO**
- b. Will the DETO employee or their sponsoring spouse approve, influence, or participate in the process of, any official actions directly affecting the other, such as signing or directing the signature of any employment-related documents? **YES // NO**
- c. Will the DETO employee or their sponsoring spouse jointly control government resources, money, or property or jointly consult on, establish, or jointly exert influence over government policy? **YES // NO**
- d. Will the DETO employee or their sponsoring spouse have any responsibility for processing any employment-related actions for the other, such as funding, security clearances, awards, discipline, or travel? **YES // NO**
- e. Did the DETO applicant's spouse in any way exert influence over the consideration or approval of the employee's DETO agreement or other element of their employment in the

domestic assignment or DETO arrangement? **YES // NO**

18. Chief of Mission Authority (COM)

As a U.S. government Executive Branch employee, while teleworking overseas, the employee is under COM authority and security responsibility, although the employee will not be included in Post's staffing pattern or considered part of Post's regular staffing complement. The COM must be notified and agree to the DETO's employment arrangements prior to the DETO's arrival at post through the NSDD 38.

If the DETO is the spouse, or relative of the COM, the DETO is still subject to COM authority. In these cases, an anti-nepotism review is required. In addition, the Under Secretary for Management (M) must approve a memorandum endorsing the DETO arrangement and approving the performance of work by the DETO at Post under COM authority. Upon M's approval, the NSDD 38 will be sent to the COM.

19. Duration

A sponsored DETO arrangement cannot exceed the duration of the sponsoring spouse's assignment abroad in:

This foreign assignment is scheduled to conclude on or about:

The initial duration of the DETO may not exceed five years. If the sponsoring spouse's foreign assignment is extended through an amendment of orders, then an extension for this DETO agreement may be requested by presenting an amended DETO agreement and seeking permission from the COM through the NSDD 38 approval process.

20. Cancellation and Amendment

An employing Agency may cancel or amend the DETO Agreement by providing written justification based on the needs of the office *or due to performance issues* at any time with prior notification of at least 45 days.

A DETO may cancel a DETO Agreement at any time with prior notification to their supervisor of at least 45 days. Once so notified by the employee, the supervisor must notify NASA's OIIR Servicing Human Capital Office (HCO) and telework/remote work coordinator. OIIR is responsible for notifying State Department M/SS to ensure that the NSDD 38 action is terminated.

An employee may also request an adjustment of their DETO Agreement by providing a written justification to their supervisor for consideration and approval.

By signing this agreement, the employee acknowledges to the following:

- A decline in performance below the satisfactory or fully successful level may result in the cancellation of this DETO if the supervisor determines that the deficient performance cannot

be adequately addressed while remaining on the DETO, in compliance with NASA policy.

21. If applicable: Special Provisions Related to DETOs for the Spouses of Defense Department Personnel

Funding of Required Security Upgrades to the Residences of DOD Spouse DETOs

If there are required security upgrades and/or safety upgrades, all costs associated with required upgrades to a proposed DETO residence will be the responsibility of the employing bureau/agency, the property owner, or the DETO employee. Any applicable exceptions to these standards may be documented here or in an attachment to this Agreement. Note: Existing residential security exceptions previously approved, will be automatically extended to DETO residences.

Provision of Security and Safety Services

On the State Department’s behalf, DOD personnel will provide a range of services normally carried out by the nearest RSO or POSHO to facilitate this DETO arrangement.

By signing this agreement, the employee and employing bureau acknowledge the following:

- The NASA organization, property owner, or DETO must pay for required security or safety upgrades. The COM will not give final approval to the DETO arrangement until all required upgrades meet with RSO and POSHO approval.
- The DETO employee will follow all applicable COM security policies and directives.

DETO Agreement Signature Page

NOTE: A completed agreement is not final approval of the DETO arrangement. The signed agreement simply allows the NSDD-38 or electronic Country Clearance process to move forward. The DETO arrangement must not commence until COM approval is obtained through the NSDD 38 approval process (for DETO arrangements of one year or longer) or through the electronic Country Clearance process (for DETO arrangements of less than one year).

Summary process: Once the DETO agreement has been fully signed and the NSDD 38/eCC approval process has been completed, meaning that post has sent its response cable with the COM approval, the DETO request process is complete. Only at that time can the DETO employee can start work from the overseas location.

Print Employee’s Name

Employee’s Signature & Date

Print Supervisor's Name

Supervisor's Signature & Date

Print Agency Component Head's Name^[2]
Date

Agency Component Head's Signature &

Print State Dept Host Regional Bureau EX
Date
Director's Name

Bureau Executive Director Signature &

Print Host Post Management Counselor's Name

Post Mgmt Counselor Signature & Date^[1]

^[1] If the DETO is a relative of the post management official, the DCM should sign on behalf of the post management official. If the DETO is a relative of the DCM, the COM should sign on behalf of the post management official. For a DETO who is a relative of the COM, the post management official may sign the DETO agreement but refer to the Department's DETO SOPs for additional steps for these arrangements. For example, if the post of assignment is Paris, the corresponding Regional Bureau would be EUR. Find a list of Regional Bureau's here:

<https://www.state.gov/facilities-and-areas-of-jurisdiction/>

^[2]. The Agency Component Head at NASA is one of the following: Center Directors, Officials-in-Charge (OICs), and equivalents. Signatory may not be further delegated.

Appendix E. NASA Supplemental Form for Department of State DETO Agreement.

NASA only allows DETO arrangements for sponsored DETOs (i.e., NASA employees who are on the U.S. government (USG) orders of a family member assigned abroad). Additionally, NASA has developed a policy under which a Sponsored DETO can be requested. By signing this document, the employee and supervisor certify the requested arrangement meets NASA's Sponsored DETO requirements.

The supervisor and the employee must each retain a copy any DETO request documentation, whether approved or disapproved, for reference. In addition, a copy of this form and any other approved DETO documentation/information must be attached to the employee's DETO remote agreement in NASA's automated system.

Employee's Name (as documented on their badge):

Employee's Functional Title:

Employee's OPM Title (as documented on SF-50):

Employee's Pay Plan, Series, Grade:

Employee's Supervisor:

DETO approving official (i.e., Center Director/Official-in-Chart (OIC)/Equivalent):

Employee's Assigned NASA Center

Employees Assigned MSEO (if applicable):

Employee's Organizational Code and Description:

Employee's Duty Station (NASA Center or remote address):

Servicing Human Resources Business Partner (HRBP):

Servicing Human Resources Telework/Remote Work Coordinator (TWC):

Organizational Budget POC (only required if the request includes ICASS costs, otherwise put N/A):

Sponsor and DETO Information:

Name of Military/Civilian Sponsor:

Title and Rank/Grade of Sponsor at Foreign Post:

Foreign location Post (city and country):

Name of Foreign Military Installation or Location of Embassy:

Host Agency (Military Service or Department the Installation/Location falls under):

Anticipated Date of Arrival at Foreign Location Post:

Duration

This DETO arrangement is requested to begin **[insert MONTH/YEAR]** _____ and terminate **[insert MONTH/YEAR]** _____. Note: Once known, the exact date must be communicated to HR to affect the appropriate personnel action.

A DETO may not perform duties that involve reporting on, or playing any substantive role in, policy or administrative issues pertaining to the country or region the employee will be located. If a prospective

DETO's position includes duties that are related to the country or region in which the host bureau or DETO duty station is located, the DETO agreement must be denied or modified to enable compliance with DETO guidance. Issues such as these, when resolved, will be subject to COM approval to ensure awareness and preparation to address any issues arising out of the arrangement. Therefore, these issues must be specifically addressed as part of this DETO request. If applicable, please insert any relevant duties and the modification of those duties to comply DETO guidance. If not applicable, indicate N/A.

(Enter duties applicable to items above and subsequent disposition or indicate N/A)

Overseas Alternate Work Site

Please provide street address(es) where the employee will be working remotely in the foreign location. If there is more than one requested location or the employee is requesting to work at a temporary location pending a permanent foreign domicile assignment, all applicable addresses must be listed. If the request includes temporary location(s), indicate "temporary" next to the temporary address(es).

(Enter Address(es))

ICASS:

It is unlikely ICASS costs are applicable unless the employee requires workspace at an embassy office or there are other factors unique to the DETO that are not covered by the sponsor's agency. NASA DETOS should not request a workspace at an embassy office unless a foreign domicile or other location is not possible. Workspace requests may result in a DETO denial by NASA due to the cost and logistics.

Unless ICASS support services are specifically addressed, the employee agrees that administrative support will be limited to that ordinarily provided to spouses of sponsors on US government orders meaning ICASS costs are not required (N/A).

In the event ICASS services are requested, the employee/supervisor should reach out to OIIR to conduct pre-coordination activities prior to submission of a DETO agreement or this form. Any ICASS costs incurred in relation to the DETO are the responsibility of the NASA organization. If applicable, projected costs and organization funding sources must be included in this document and the Department of State's DETO agreement for submission to the Department of State as part of the official request. ICASS organizational cost estimation guidance is available at "[CGFS ICASS DETO Cost Estimate DoS Form Template](#)".

(List or attach needed ICASS services requested, estimated costs, and reimbursement plans or put N/A)

Is there a specific legislative authorization or presidential directive associated with the function of the proposed position?

(Indicate Yes or No).

(If Yes, list citation)

Does this domestic position have any duties or responsibilities involving policy or administrative issues pertaining to the **country** from which the DETO will telework?

(Indicate Yes or No).

(If Yes, list the nature of the duties involving policy or administrative issues pertaining to the country from which the DETO will telework)

Does this domestic position have any duties or responsibilities pertaining to the **region** from which the DETO will telework?

(Indicate Yes or No).

(If Yes, include the geographic area and the countries this domestic position covers and provide an explanation of the prospective duties related to those countries and/or the region. If the Department of State determines that the DETO arrangement could raise foreign relations issues or any other concerns described in 3 FAM 2371.8(c), whether: 1) due to the DETO's duties relating to the region; 2) a nexus between the DETO's duties; 3) the host country's policies, or 4) other issues (e.g., concerning other countries or regions that may pose a conflict of interest), the justification must be sufficient to address such concerns).

Will the DETO be traveling to other countries in the region (or in other foreign regions – please specify) on a TDY basis? Note: All TDYs must also be captured on NASA's DETO cost analysis worksheet. If the DETO is approved, the employee must coordinate with the Center's Foreign Travel Coordinator (FTC) prior to departure to the foreign location to ensure all requirements for NASA-sponsored foreign travel are met.

(Indicate Yes or No).

(If Yes, state whether the DETO interact with government officials or the general public as part of their work in the foreign country where the DETO will work and the nature of such interaction)

How will the organization perform the employee's current/domestic work if the DETO arrangement is not approved and the employee permanently leaves or is absent from the agency for the duration of their sponsor's assignment?

(Provide response here:)

Is this DETO position going to be physically in the mission? NOTE: This question is only applicable to DETOs who require an embassy worksite. NOTE: Indicate no if the DETO will be working from a residential location in the foreign location, *to include residences overseen by the embassy.*

(Indicate Yes or No).

(If Yes, state any administrative support expected including the section where this DETO is going to sit, and whether it is going to be located in the Controlled Access Area (CAA))

If ICASS is required, has your organization: 1) identified and documented a budget POC to pay ICASS costs and 2) made any administrative support and funding (direct-charge or reimbursement) arrangements with OIIR to cover the cost of the support required for this DETO employee?

(Indicate Yes or No).

(If Yes, list the budget POC responsible for the payment of ICASS costs and outline the arrangements made with OIIR for payment)

Anti-Nepotism Review (ANR)

An ANR is required before a DETO candidate is permitted to work at the same post as his or her sponsoring employee when the DETO candidate's sponsoring employee is the Chief of Mission, Deputy Chief of Mission, Principal Officer, Deputy Principal Officer, or where any elements of the "Prohibited Conditions" listed in 3 FAM 8326 might appear to potentially exist. If it's unclear whether an ANR is required, the employee/supervisor, in consultation with OIIR, should consult 3 FAM 8320 to determine whether an ANR review is required. Note: If an ANR is required, the DETO may not begin work at post until the ANR is completed by the Department of State.

IS an ANR required?

(Indicate Yes or No).

(If Yes, the employee and supervisor shall conduct and submit an anti-nepotism review (ANR) as part of the DETO agreement. The below information must be included as an attachment to this document:

- a. Includes a description of the DETO's responsibilities, including the rater and second level reviewer of the DETO employee.
- b. Confirms that the chain of command for the DETO employee is outside the purview of post, including his or her relative at post, and that the DETO candidate will exclusively perform duties for his or her domestic office.
- c. Confirms that the DETO employee will not provide any services to post, and if post looks to the DETO employee's office for services of any kind, identify the Point of Contact (POC) at NASA to provide such services in lieu of the DETO candidate.
- d. Lists the name of the management official at the foreign location/installation, if necessary.
- e. Lists information on where the DETO employee will work as the alternate overseas remote work location (e.g., home residence, installation/embassy, etc.).

Are there additional justifications, information, or notes that you believe may help approve this DETO arrangement?

(Indicate Yes or No).

(If Yes, please list or attach).

Signature Page

Employee Certification:

By signing, I understand that I certify that I have read, understand, and will comply with the applicable DETO laws, rules, regulations, policies, terms and conditions, Department of States DETO Agreement, this NASA supplemental form, and any additional guidance provided by NASA, the Department of State, my Center/Organization, or my supervisor.

Print Employee's Name Employee's

Signature/Date

Supervisor Certification:

By signing, I certify that I have read, understand, and will comply with the applicable DETO laws, rules, regulations, policies, terms, and conditions, the DETO Agreement, this Supplemental Form, and any additional guidance provided by NASA, the Department of State, or my Center/Organization. In addition, I have read, understand, and communicated to the employee all the requirements and expectations under the employee's sections of this document. I understand this document must be worked in conjunction with the DETO Agreement and may not be further routed if disapproved by NASA or Department of State (DoS). I attest this request meets the agency's DETO requirements, I support the employee's DETO arrangement request, and I have communicated the content of this document to relevant NASA and DoS deciding officials.

Print Supervisor's Name Supervisor's

Signature/Date

Appendix F. NASA DETO Terms and Conditions

This agreement is for: [insert employee name]

NASA DETO Work Agreement Employee Statement of Understanding

GENERAL

1. I have been notified that I received final approval for a DETO arrangement by the Department of State prior to submitting this agreement. Additionally, I certify that all the information provided to support my DETO is true and accurate.
2. I certify that I have read, understand, and will comply with NASA's Telework Program NPR 3600.2, and the Department of State and NASA's DETO guidance.
3. I understand the use of any other document(s) other than those authorized by NASA and the Department of State to capture DETO arrangements are not authorized and shall not be considered binding or acceptable for any purposes.
4. I will comply with all other applicable statutes, regulations, and Agency/Center/Organizational policies including but not limited to: Hatch Act, export control requirements, OIG reporting requirements, non-discrimination laws and policies, etc.
5. If communications about the employee to NASA or other governmental entities are not in English, a certified translation into English will likely be required. If not covered by my sponsor's agency, I understand I will be responsible for procuring and covering the cost of any required certified English translations and that NASA will not reimburse me for costs associated with obtaining required translations.

OFFICIAL DUTIES/WORKSITE

1. Unless otherwise instructed by the agency, I will only perform the official duties agreed upon with my supervisor at the approved foreign worksite(s). I understand that I may not work in a foreign location for any reason or duration that has not been expressly approved in my DETO agreement.
2. I understand my official worksite on my Standard Form 50 (SF-50) will reflect the approved foreign alternate worksite (e.g., my residence/embassy) and my pay will be set in accordance with federal regulations.
3. I will comply with any request from the foreign location's installation management to inspect any residential alternate foreign work sites during normal working hours with prior notice of at least 24 hours for purposes of compliance with the Office of Safety and Health Administration (OSHA) rules and regulations.
4. I certify that I will make available any residential alternate work site for survey by post Regional Security Officer with prior notice of at least 24 hours to ensure that information security requirements are observed and official documents are properly handled.

5. I certify that prior to beginning work at my foreign alternate worksite I will review and comply with NASA's safety and ergonomic requirements as outlined at: <https://nsc.nasa.gov/topics/telework-safety> which applies to both temporary and permanent housing arrangements in the foreign location. I understand it is my responsibility as the DETO to ensure the workplace is compliant with both safety and ergonomic principles.
6. I will contact my supervisor if there are issues or questions related to my workplace safety or ergonomics at least 15 days prior to beginning work in the foreign worksite to address/mitigate issues.

PAY IMPACTS AND TAXES

1. I understand this arrangement may have an impact on the following: pay, benefits, travel entitlements, unemployment compensation, and competitive area for reduction-in-force. I have discussed applicable impacts with my servicing human resources/executive service business partner (HR/ESBP), NASA Shared Services Center (NSSC), servicing telework/remote work coordinator, servicing travel office, and other subject matter experts and I understand the impacts as they apply to my situation. I understand how my salary will be impacted and concur I wish to proceed even if a DETO arrangement means a salary reduction.
2. I understand I am responsible for reviewing my Earnings and Leave statement to understand and verify my pay, benefits, deductions, applicable taxes, etc. If necessary, I understand that I must take action to correct my information.
3. I understand I am responsible for the comprehension of, and compliance with, any applicable US and foreign tax requirements. NASA cannot give tax advice; therefore, I understand I am encouraged to speak with a tax advisor. If changes are required to my tax withholdings, I will contact NASA's Shared Services Center (NSSC).
4. Although my sponsor may be eligible for allowances on my behalf, I understand eligibility for overseas/foreign allowances and differentials is governed by Federal Travel Regulations and I am not personally authorized to receive overseas/foreign allowances or differentials as a DETO. I understand I will be required to repay NASA for any pay, allowance, or differential payments received to which I am not entitled. I understand this obligation to repay is typically not waived if it could be reasonable assumed I knew or should have known that I was being erroneously paid and failed to take corrective action.

WORK SCHEDULE, HOURS OF DUTY, AND LEAVE

1. I certify my work schedule will be in accordance with organizational policies, NPR 3600.1, Attendance and Leave, work hour requirements listed in NASA Occupational Health Program Procedures, NPR 1800.1, NPR 9620.1, Payroll, and all other policies and procedures governing hours of work, pay, leave, timekeeping, etc.
2. I understand NASA will not authorize excused leave for my relocation to or from my alternate overseas work location.
3. I understand I will continue to be covered by the laws, rules, regulations, and NASA policies applicable to US federal holidays and that I am not entitled to local holidays of the overseas location (i.e., host country).

4. If I work at an overseas worksite that is closed due to a local holiday, I understand that I must work from another approved worksite or request paid/unpaid time off.
5. I understand I am not entitled to excused absences for overseas worksite closures/emergencies and I will work my regular hours at an approved alternate worksite during any such events, request schedule adjustments (if applicable) or request paid/unpaid time off.

TIME, ATTENDANCE, AND PREMIUM PAY

1. I will follow the same time and attendance rules as employees who are not DETOs, including the procedures for requesting work schedule adjustments, leave, overtime, or compensatory time. I will accurately record on my timecard regular hours or other paid hour types while covered under a DETO arrangement.
2. I understand the Fair Labor Standards Act (FLSA) will typically not apply as the foreign exemption makes the FLSA inapplicable to any employee who spends all hours of work in a given workweek in an exempt area. Whether I will be eligible or entitled to receive overtime compensation will depend upon the nature of the duties, where the work is performed, and supervisory approval. Refer to NPR 9620.1, Payroll for additional guidance.

EFFECTING, EXTENDING, MODIFYING AND TERMINATING A DETO

1. I have communicated my requested DETO arrangement start date with my supervisor and Servicing HCO, but I understand my actual start date may differ from the requested date. Additionally, I understand that I may not begin working in the foreign location until the effective date of the change has been approved and a personnel action is effective.
2. I understand that my supervisor will regularly evaluate this arrangement to ensure that mission requirements continue to be met. I understand a DETO status cannot affect mission accomplishment, that the mission may change, and that a DETO may no longer be supportable.
3. I understand that my supervisor may terminate this agreement by giving me 45 days advance written notice if there are: mission/business reasons; a change in organizational needs; increased travel expenses; the DETO arrangement fails to meet the needs of the organization; if termination is in the best interest of the government, etc.
4. I certify that I will inform my supervisor, in writing, at least 45 days in advance of the termination of the DETO arrangement. This applies to terminations based on my sponsor's overseas tour termination and those I may choose to request for personal reasons. I understand this time is necessary to allow NASA to process and effect all required personnel actions necessary to mitigate negative impacts to my pay, benefits, etc.
5. I understand that my supervisor may terminate the DETO arrangement at any time without advance notice for any of the reasons:
 - ii. I violate the terms of this agreement or applicable NASA policy;
 - iii. I fail to meet my performance standards; or
 - iv. My conduct results in disciplinary action.
6. I understand that voluntarily accepting a new position/duties negates my current DETO agreement. Any voluntary changes I request to my position/duties may require a new DETO

request which could be subject Department of State reapproval. If I am not approved to work as a DETO under the new arrangement, I understand that my DETO will be terminated and that I must notify Servicing HRBP, Telework/Remote Work Coordinator, and OIIR so they can take appropriate action. If applicable, I understand that I am personally responsible for any applicable relocation expenses to the new NASA worksite.

7. Notwithstanding anything in this agreement, I understand that my DETO arrangement will not begin before the start date approved by the agency nor end after the termination date listed in the DETO approval, unless an amended DETO agreement is submitted, supported by NASA, and approved by the Department of State.
8. Upon my DETO's termination, I understand that I must return to my original worksite as directed by my supervisor.

ADMINISTRATIVE SUPPORT/EQUIPMENT

1. I understand NASA remote access software may be installed onto my government-furnished device(s) to enable access to unclassified NASA systems and networks consistent with criteria and guidelines established by the NASA CIO and the NASA requirements.
2. I will only use NASA authorized devices when connecting to any network or system that stores, processes, or transmits NASA nonpublic data and that follow applicable Agency/Center policies and procedures.
3. I certify that prior to using NASA equipment in a foreign location, I will comply with [NPR 2810.2](#) Possession and Use of NASA Information and Information Systems Outside of the United States and its requirements to ensure valid security configurations and reporting requirements. I will initiate the International Travel Request on the Enterprise Service Desk site to ensure permissions and authorizations are achieved before departing for my DETO assignment.
4. I understand that I am responsible for ensuring my workstation, computer, and work area are appropriately set-up to ensure the adequate protection and security of NASA information and any NASA-provided equipment and data in my possession. These requirements can be located in NPR 2810.1, Security of Information Technology, and IT Security Handbook 2810-15.
5. I will comply with the NASA Cybersecurity and Privacy Rules of Behavior, a copy of which is available at id.nasa.gov at the "[Revalidate Access/Rules of Behavior](#)" tab, and NPD 2540.1 Acceptable Use of Government and Office Property Including Information Technology. I further understand that I should seek additional guidance/clarification from my Center CIO and CISO when dealing with unique or undefined circumstances involving IT Security.

TRAVEL

1. I understand that I am not authorized NASA-funded relocation entitlements to or from the foreign location as a part of implementing or terminating a DETO arrangement and that my sponsor's agency is responsible for all travel obligations to/from my foreign location which is governed by the Federal Travel Regulations (FTR) or Joint Federal Travel Regulation (JFTR).

2. If the need for NASA official TDY arises at any time while I am a DETO, I understand that I must contact my Center Foreign Travel Coordinator 30 business days (6 weeks) prior to departure to:
 - i. Learn whether the intended destination is subject to an authorized or ordered departure and that I know who to contact while in the foreign location to determine if there have been updates to this information.
 - ii. Determine whether a NASA official/diplomatic passport is required. Typically, a NASA official/diplomatic passport is required if the DETO will perform any NASA travel while in the foreign location.
 - iii. Coordinate required completion of the U.S. State Department's Counter Threat Awareness Training (CTAT) course prior to conducting NASA official TDY.
3. I understand that if I receive temporary duty travel (TDY) orders on behalf of NASA, I will be eligible for TDY travel in the same manner as any other employee and I am required to follow NASA's travel policy and the Federal Travel Regulations (FTR).

SECURITY/MEDICAL

1. I understand that I must receive a country-specific briefing from my Servicing NASA Counterintelligence/Counterterrorism Office that will cover foreign intelligence, terrorism and other threats specific to the country from which I'm requesting to work.
2. If applicable, I understand that security clearance holders must report all foreign travel through NASA's foreign travel reporting tool at id.nasa.gov prior to departure. Note: All NASA civil servant clearance holders are required to contact the Personnel Security Division (hq-ops-persecdivision@mail.nasa.gov) no less than 30 days prior to departure for a review/evaluation of the individuals access to classified information for the duration of this travel.
3. NASA Counterintelligence/Counterterrorism. I will schedule this briefing after notification of DETO approval but prior to arriving at my foreign location. Additionally, I understand I am encouraged to visit the Department of State's [Travel Advisories \(state.gov\)](http://TravelAdvisories.state.gov) webpage to stay up-to-date of travel advisories, locate country information, and sign up for the Department of State's Smart Traveler Enrollment Program (STEP).
4. If my badge is due to expire prior to end date of the initial DETO arrangement, I will contact my servicing Protect Services Office to receive a new badge prior to departure from the United States. I understand I must request my "early badge renewal" at least 30 days prior to departure to provide sufficient time to process this request. If my DETO is extended, and my badge expires while I am covered by my DETO arrangement, I understand that I will need to travel to a NASA Center to renew my badge. I certify that I will ensure all requirements are met to facilitate the badge renewal process. As outlined in NPR 1600.4, Identity and Credential Management, I will contact my Center/Agency Badging Office if my badge ceases to work while under a DETO arrangement and I understand this may require unscheduled travel to the US to resolve.
5. I understand care and judgment must be exercised regarding records and information that are Controlled Unclassified Information (CUI) and/or subject to the Privacy Act. I certify that I will ensure that appropriate administrative, technical, and physical safeguards are maintained to protect the confidentiality and integrity of records.

6. I agree to protect Personally Identifiable Information (PII) commiserate with provisions set forth by the Privacy Act of 1974, 5 U.S.C. 552a and NPR 1382.17; and adhere to CUI requirements as documented in NPR 2810.7.
7. I understand that Department of State and sponsoring agency's medical requirements will be met by my sponsor's agency and will not be covered by NASA. I certify I will accomplish and ensure the completion of any additional aspects of individual health care, medical evacuation, or other applicable factors by either my sponsor's agency or individually.

LIABILITY AND ALTERNATE WORKSITE COSTS

1. I understand that the U.S. government will not be responsible for damages to my personal or real property while working at the approved alternate work site, except to the extent the U.S. government is responsible under applicable law. Additionally, I understand that the U.S. government will not be responsible for any operating costs that are associated with the using my home as an alternate work site, (e.g., home maintenance, insurance, internet, or utilities).

BENEFITS AND WORKPLACE INJURY COMPENSATION

1. I certify that I understand the impact the foreign location may have on benefits and entitlement such as health insurance, life insurance, pay, unemployment compensation, workers' compensation, as well as any other applicable programs. I understand that I am encouraged to contact the NASA Shared Services Center (NSSC) to discuss and help understand any impacts/options.
2. I understand that the U.S. Department of Labor's Office of Workers' Compensation Programs (OWCP) provides eligibility for coverage to federal civilian employees for on-the-job injury or illness and to eligible survivors in the event of a work-related death. I agree to notify my supervisor immediately of any accident or injury that occurs at my foreign alternate work site and to complete any required workers' compensation claim forms.

STANDARDS OF CONDUCT, PERFORMANCE, AND CONDUCT

1. I understand that I am bound by the Standards of Ethical Conduct for Employees of the Executive Branch while working at the foreign alternate worksite (e.g., residence) and using government equipment.
2. I understand that I am subject to NASA's expectations for acceptable performance and conduct and that nothing in this agreement precludes the agency from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the applicable laws, rules, regulations, NASA policy and this agreement.

Supervisor Statement of Understanding

GENERAL

1. I certify the remote work arrangement requested by the employee will not have an adverse impact to the Agency/Center/Organization's work or mission.
2. I certify this request meets the eligibility requirements for NASA's DETO program to include the duties and responsibilities being performed.
3. I certify I have coordinated with all required organizations listed in NASA's policy as well as all other applicable stakeholders (e.g., program/projects, etc.).
4. I certify that I have completed all the necessary steps to submit the employee's DETO arrangement request and that the employee's DETO request has been approved by the Agency/Department of State.
5. I certify that authorizing this DETO will not result in prohibitive costs to the organization/agency.
6. I understand that my organization is required to pay for any NASA directed/authorized travel from the employee's foreign location to a temporary worksite (e.g., another NASA center, conference, training, etc.).
7. I have conducted a cost analysis using NASA's required form and reviewed the financial impact of the employee's DETO request. I have consulted with the appropriate officials (e.g., budget office, IT, travel, etc.) to estimate the total expenses of the employee working at the approved foreign alternate worksite (e.g., residence) during the DETO timeframe including number of TDY's, locations, and costs and that this information was accurately captured as part of the DETO agreement request.
8. If NASA official travel is required at any time the employee is a DETO, I certify that I have directed the employee to contact the Center's Foreign Travel Coordinator (FTC) 30 business days prior to departure to coordinate their travel and associated requirements (e.g., official/diplomatic passport, training, trip arrangements).
9. I understand I am responsible for notifying applicable organizations outlined in the NASA policy about the employee's DETO assignment so they can begin taking action or advising the employee on next steps.
10. I have notified the servicing Human Capital Office (HCO) at least 45 days in advance for purposes of implementing the DETO such as requesting a change in official worksite to the overseas location, instructions on completing a remote agreement, etc.
11. Prior to employee's departure from the United States, I will ensure that the employee complies with [NPR 2810.2](#) Possession and Use of NASA Information and Information Systems Outside of the United States to ensure valid security configurations and reporting requirements. The employee will initiate the International Travel Request on the Enterprise Service Desk site to ensure permissions and authorizations are achieved before departing on DETO assignment.

12. I have reminded the employee of the requirement for country-specific briefings and the need to contact the appropriate Security Office prior to departing the United States.
13. I have reviewed the employee's badge expiration date. If the badge is due to expire prior to the approved DETO termination date, I have directed the employee to contact the appropriate Security office to renew their badge prior to departing their domestic worksite. I understand that if the DETO is extended or the badge is due for renewal while the employee is a DETO at a foreign location, I am required to direct and fund the employee's travel to a NASA Center to renew their badge. As outlined in NPR 1600.4, Identity and Credential Management, I will direct the employee to contact their contact my Center/Agency Badging Office if their badge ceases to work while under a DETO arrangement and I understand this may require unscheduled travel to a NASA Center to resolve.

TERMINATION

1. I certify I will contact my servicing HCO and OIIR if the DETO is terminated for any reason in accordance with NASA policy and with sufficient time to mitigate the impact to the employee's pay, benefits, etc.
2. I understand I must continuously evaluate this arrangement to ensure that mission requirements continue to be met. I understand that I may terminate this agreement for a business and/or mission-related reason by providing advance written notice as defined by NASA policy. I certify that I will coordinate with required stakeholders in my organization and contact my servicing telework/remote work coordinator and the OIIR prior to terminating this agreement for a business and/or mission-related reasons to ensure the proper procedures are followed.
3. If applicable, I certify that I will coordinate with required stakeholders in my organization and contact my servicing HCO and the OIIR when an employee requests to voluntarily terminate their DETO arrangement to discuss options and next steps. This applies to both terminations based on the sponsor's overseas assignment end-date or based on an employee's personal reasons.
4. I certify that I will contact my servicing HCO prior to taking action to terminate the DETO arrangement for performance or conduct reasons to discuss options and next steps.
5. Upon termination of the DETO, I will communicate with the employee on their return date.

PERFORMANCE

1. I certify the employee participating in this DETO arrangement will be evaluated under the Agency's performance management system and that the employee will receive fair treatment regarding performance management and performance ratings.

ATTENDANCE AND LEAVE

1. Follow normal processes to establish the employee's work schedule to include providing the appropriate timekeeper a copy of the employee's work schedule. I certify that the employee participating in this DETO arrangement will be subject to agency policies governing attendance

and leave and pay and compensation. Additionally, employees will be subject to applicable laws, regulations, and existing collective bargaining agreements, etc. I will review and approve the employee's timesheets in accordance with NASA policy, procedures, and organizational direction.

2. I understand the Fair Labor Standards Act (FLSA) will typically not apply to work performed by the employee as the foreign exemption makes the FLSA inapplicable to any employee who spends all hours of work in a given workweek in an exempt area. Whether they will be eligible or entitled to receive overtime compensation will depend upon the nature of the duties and where the work is performed. Refer to NPR 3530.1 for additional guidance. Generally, for employees whose stateside position would be coded as non-exempt:
 - i. If the employee performs any hours of work in a given work week in the U.S. or its territories, all overtime work performed that week will be compensated under the FLSA. If this occurs, I will ensure the employee's timesheet accurately reflects the overtime to ensure proper payment.
 - ii. If the employee performs all hours of work in a given work week in a foreign area, any overtime work performed that week is not subject to the FLSA requirements (this is called the "Foreign Exemption") but I understand the employee may be compensated under Title 5.

EQUIPMENT

1. I understand the NASA organization will provide the same necessary equipment and supplies available to the DETO that are typically provided to domestic remote workers within budgetary constraints and based on the nature and type of work performed. I will coordinate with the employee and any other stakeholders directly on matters relating to such equipment and supplies prior to concurring to this DETO arrangement. If there is a cost associated, such equipment and supplies must be captured in the cost analysis submitted along with the DETO agreement request.