

**INTERAGENCY AGREEMENT
BETWEEN
U.S. COMMODITY FUTURES TRADING COMMISSION (CFTC)
AND
U.S. CONSUMER PRODUCT SAFETY COMMISSION (CPSC)**

A. Purpose, Authority and Scope

The U.S. Commodity Futures Trading Commission (hereinafter Non-Conflict agency or "NC agency") and the U.S. Consumer Product Safety Commission (hereinafter "agency") hereby agree that, in accordance with the terms of this Interagency Agreement (hereinafter "Agreement") and the Economy Act, 31 U.S.C. § 1535, the NC agency shall assume responsibility for processing the following Equal Employment Opportunity (EEO) pre-complaint and complaint (if any) of the following aggrieved person:

[NAME TO INSERTED AFTER PROCESSING]

Through this interagency acquisition, the agency is obtaining needed EEO case processing services from the NC agency on a reimbursable basis.

B. Responsibilities of the NC Agency

With respect to the matters identified in Part A of this Agreement, and pursuant to 29 C.F.R. § 1614.607, the agency herein officially delegates authority to the NC agency as follows:

1. The NC agency shall provide EEO counseling or administer ADR to the aggrieved person.
2. The NC shall provide the aggrieved person with all notifications of rights required by applicable laws and regulations.
3. In the event the aggrieved person files a formal complaint against the agency, the NC will:
 - a. Write and issue the accept/dismiss letter.
 - b. Investigate the complaint in accordance with 29 C.F.R. §1614.108(b)-(e). The NC agency shall prepare an investigative file and an investigative summary. Upon conclusion of the investigation, the NC agency shall provide a copy of the investigative file and summary to the complainant.
 - c. Draft and issue the final agency decision.

C. Responsibilities of Agency

With respect to the matter identified under Part A of this Agreement, the agency agrees to assume the following responsibilities:

1. The agency shall transmit any EEO files to the NC agency for investigation within seven calendar days of the date that this Agreement is signed by the NC agency and received by the agency by fax, email or mail, whichever is earlier.
2. The agency shall cooperate fully with the NC agency staff assigned to process and investigate the matter covered by this Agreement. This cooperation shall include, but not be limited to, the following:
 - a. Making agency officials and employees available for interviews, conferences, and statements under oath with the NC agency at times and places designated by the NC agency, including any employees deemed by the NC agency to be witnesses necessary to furnish information pertinent to the complaint. This includes the obligation to provide official time to these employees and to pay their necessary travel expenses;
 - b. Promptly responding to any written or oral requests for information received from the NC agency;
 - c. Designating and making available, an agency official who is authorized to discuss and enter into a voluntary settlement of the matter; and
 - d. Ensuring that the agency representative:
 - i. Not request, or be provided with, any EEO complaint record document during the investigation;
 - ii. Not be present when the investigator meets with a witness or a potential witness, except at the express request of the witness. Agency representatives may inform witnesses that they have the right to have an agency representative present when they meet with the investigator; and
 - iii. Not speak to witnesses concerning their testimony prior to or during the investigation unless the contact with the agency representative was initiated by the witness.
3. The agency will pay, as provided below the following costs:
 - a. Cost of an outside contractor(s) for counselling, mediation, investigation and FAD writing as determined by the NC agency's EEO staff as necessary to process the complaint.
 - b. In the event travel is required to investigate and/or process the pre-complaint or complaint, payment for all air, hotel, per diem and other travel expenses as

authorized by the Federal Travel Regulations for travel by the NC agency personnel;

- c. Payments for all costs for the services of a qualified court reporter (not an agency employee) to take verbatim affidavits or statements and prepare transcripts in connection with any investigative proceeding;
- d. Payments for all copying services of a commercial vendor determined to be necessary to reproduce the investigative file.

D. NC Agency's Right to Determine Investigative Method

The NC agency reserves the right to determine the investigative techniques and procedures to be utilized in the investigation of the complaint identified in Part A of this Agreement. In the event that the NC agency elects to have verbatim affidavits or statements of the witnesses made at fact finding conferences or other investigative proceedings, the agency agrees, subject to a ten (10) working day advance request by the NC agency to take all necessary steps to procure the services of a qualified court reporter to transcribe investigative proceedings and to prepare transcripts of those proceedings.

E. Procedure for Reimbursement

1. Upon completion of the counseling and/or mediation, investigation, or the final agency decision (FAD), the NC agency shall present to the agency an itemized billing statement of the costs and expenses for services related to the processing of the complaint pursuant to Part C, 3,a-d, of this Agreement.
2. Upon presentation of the itemized billing statement, collection shall be effected by the NC agency via the U.S. Treasury's intra-governmental payment and collection system (IPAC) using the following agency accounting data:

Agency Location Code: 61-00-0001

Appropriation Code: 61140100

DUNS/BPN Number: 069287522

TIN Number: 520978750

Collection shall be made no later than thirty calendar days of the billing.

NC agency's liaison regarding billing is:

Sonda Owens

202-418-5182

Email: sowens@cftc.gov

Agency's liaison regarding this Agreement is:

Name Alice O'Brien

Telephone (301) 504-6942

Email aobrien@cpsc.gov

In the event that the complaint is settled, withdrawn by the complainant or canceled by the agency prior to the NC agency's completion of the processing, the NC agency shall present agency an itemized billing statement for all costs incurred by the NC agency.

F. Agreement Effective Date, Term Modification and Termination

This Agreement will become effective when signed by both the agency and the NC agency. The period of performance will be the effective date until September 15, 2015, or the effective date until the issuance of a final agency action, the complaint is settled, withdrawn by the complainant or cancelled by the agency, and final payment of costs as set forth herein is made by the agency, whichever is sooner.

The NC agency and the agency may modify this Agreement by written consent. The NC agency or the agency may terminate this Agreement by giving 30 calendar days advance written notice to the other.

Should a disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) calendar days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

G. Funding

Funding for fiscal year 2014 is estimated at \$2,000 and provided under this agreement.

Line of accounting: 0100A14DSE 2014 5215700000 E000001500 252S0

Funding for fiscal year 2015 is estimated at \$9,000 and will provided in fiscal year 2015 subject to availability of funds.

H. Signatures and Date

FOR THE U.S. [AGENCY]:

Sonda L. Owens 9/24/2014

[Name] Sonda L. Owens
[Title] Contracting Officer

[Date]

FOR THE U.S. [NC AGENCY]:



[Name] Donna Hutton
[Title] CPSC Contracting Officer
[Date] 9/24/2014