

**UNITED STATES GOVERNMENT  
GENERAL TERMS & CONDITIONS (GT&C)  
FS Form 7600A**



Agreement Between Federal Program Agencies for Intragovernmental Reimbursable, Buy/Sell Activity. In accordance with TFM Volume 1, Part 2, Chapter 4700, Appendix 8.

[https://www.fiscal.treasury.gov/fsservices/gov/acctg/g\\_invoice/g\\_invoice\\_home.htm](https://www.fiscal.treasury.gov/fsservices/gov/acctg/g_invoice/g_invoice_home.htm)

<b>NEW OR MODIFIED GT&amp;C</b>				
General Terms and Conditions (GT&C) Number		GT&C Number:A2301-075-015-037543		
		Requesting Agency (Buyer)	Servicing Agency (Seller)	
		Agency Agreement Tracking Number:AOD23031001	Agency Agreement Tracking Number:	
		Modification Number:1		
		Status:Open		
<b>AGENCY INFORMATION</b>				
1.		Requesting Agency (Buyer)	Servicing Agency (Seller)	
	Agency Name	Department of Health and Human Services (HHS), The National Institutes of Health (NIH)	Department of Justice (DOJ) US Marshals Service (USMS)	
	Group Name	OD	MJSD - Judicial Security Division	
	Group Description	NIH Office of the Director (OD)	1215 S Clark St, Arlington, VA 22202	
	Document Inheritance Indicator	Yes	Yes	
	Agency Location Code (ALC)	(b)(2)	(b)(2)	
	ALC Description	(b)(2) Department of Health & Human Services - NATIONAL INSTITUTE OF HEALTH	(b)(2) DEPT OF JUSTICE - US MARSHALS SVC	
	Subordinate Group			
	Cost Center			
	Business Unit	OD Special IAA		
	Department ID			
<b>GT&amp;C INFORMATION</b>				
2.	GT&C Title	US Marshals Service		
3.	Business Application	Standard Order Processing		
4.	Order Originating Partner Indicator	Requesting Agency		
5.	Agreement Period	Start Date: 01/02/2023	End Date: 09/30/2024	

6.	Termination Days	
7.	Agreement Type	Multiple
8.	Advance Payment Indicator	Are Advance Payments allowed for GT&C? No  *If "Yes", the Servicing Agency Advance Payment Authority Title and Citation are required upon creation of an Order against this GT&C.
9.	Assisted Acquisition Indicator	Will this GT&C accommodate Assisted Acquisitions? No  *If "Yes", the Servicing Agency provides acquisition support in awarding and managing contracts on behalf of the Requesting Agency's requirements for products or services. Lines 17 & 18 below for additional detail.

**ESTIMATED AGREEMENT AMOUNT**

10.	Total Direct Cost Amount	\$15,000,000.00
	Total Overhead Fees and Charges Amount	\$0.00
	Total Estimated Amount	\$15,000,000.00
	Enforce Total Remaining Amount	Should G-Invoicing enforce the total value of orders to remain below the Total Amount on the GT&C? Yes  *If "Yes", G-Invoicing will not allow Order total to exceed the GT&C total.

**ADDITIONAL AGREEMENT INFORMATION**

11.	Explanation of Overhead Fees and Charges	
12.	Requesting Scope	See the attached MOU and FY24 Cost Estimate
13.	Requesting Roles	See the attached MOU and FY24 Cost Estimate
14.	Servicing Roles	
15.	Restrictions	See the attached MOU and FY24 Cost Estimate
16.	Assisted Acquisitions Small Business Credit Clause	The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency.
17.	Disputes	Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 5; Intragovernmental Transaction (IGT) Guide, at <a href="http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html">http://tfm.fiscal.treasury.gov/content/tfm/v1/p2/c470.html</a> .
18.	Requesting Assisted Acquisitions	N/A
19.	Servicing Assisted Acquisitions	
20.	Requesting Clauses	See the attached MOU and FY24 Cost Estimate
21.	Servicing Clauses	
22.	<i>Intentionally left blank</i>	
23.	<i>Intentionally left blank</i>	

**CLOSE GT&C**

24.		
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**REJECT GT&C**

25.

**PREPARER INFORMATION**

26. Preparer Name

(b)(6); (b)(7)(C)

Preparer Phone

(b)(6); (b)(7)(C)

Preparer Email

(b)(6); (b)(7)(C)

**AGREEMENT APPROVALS**

By signing this agreement, you authorize the General Terms and Conditions as stated, and that the scope of the work can be fulfilled. By signing, you agree to periodically review the terms and conditions of the agreement and make any necessary modifications to the GT&C and any affected Order(s)

		Requesting Initial Approval (required)	Servicing Initial Approval (required)
27.	Name	(b)(6); (b)(7)(C)	(b)(6); (b)(7)(C); (b)(7)(F)
	Signature	Electronic Approval On File	Electronic Approval On File
	Title	OD Budget Analyst	(A) Chief, Office of Financial Management
	Email	(b)(6); (b)(7)(C)	(b)(6); (b)(7)(C); (b)(7)(F) @usdoj.gov
	Phone	(b)(6); (b)(7)(C)	(b)(6); (b)(7)(C)
	Fax		
	Date Signed	10/11/2023	10/11/2023

		Requesting Final Approval (required)	Servicing Final Approval (required)
28.	Name	(b)(6); (b)(7)(C)	(b)(6); (b)(7)(C); (b)(7)(F)
	Signature	Electronic Approval On File	Electronic Approval On File
	Title	OD Budget Analyst	proxy for Jennifer Armstrong, Assistant Director, judicial Security Division
	Email	(b)(6); (b)(7)(C)	(b)(6); (b)(7)(C); (b)(7)(F) @usdoj.gov
	Phone	(b)(6); (b)(7)(C)	(b)(6); (b)(7)(C)
	Fax		
	Date Signed	10/11/2023	10/11/2023

**ATTACHMENTS**

Name	File Alias	Updated By	Date/Time
A2301-075-015-037543_M1_7600A_OD_USMS_Signed by NIH.pdf	FY24 7600A signed by NIH	(b)(6); (b)(7)(C) (R)	10/11/2023 02:10 PM

<p>A2301-075-015-037543 signed.pdf</p>		<p>(b)(6); (b)(7)(C); (b)(7)(F) (S)</p>	<p>01/23/2023 12:14 PM</p>
<p>A2212-075-015-036640.0 DOJ MOU 20221230 II. PURPOSE.pdf</p>	<p>MOU</p>	<p>(b)(6); (b)(7)(C) (R)</p>	<p>01/20/2023 12:19 PM</p>
<p>A2301-075-015-037543 - 7600A DOJ AOD23 031001 signed 01-24.pdf</p>	<p>signed 7600A</p>	<p>(b)(6); (b)(7)(C) (R)</p>	<p>01/24/2023 11:50 AM</p>
<p>A2301-075-015-037543_1.pdf</p>		<p>(b)(6); (b)(7)(C); (b)(7)(F) (S)</p>	<p>10/11/2023 11:34 AM</p>

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES,**  
**NATIONAL INSTITUTES OF HEALTH And**  
**THE UNITED STATES MARSHALS SERVICE**

**I. PARTIES**

This Memorandum of Understanding (MOU) sets forth the understanding of the obligations and goals of the United States Department of Health and Human Services (HHS), National Institutes of Health (NIH), and the United States Marshals Service (USMS) relating to protective services for Dr. Anthony Fauci, Director of the National Institute of Allergy and Infectious Diseases prior to and after his retirement from federal service.

**II. PURPOSE**

The purpose of this MOU is to define the roles, responsibilities, and actions necessary to secure and protect Dr. Anthony Fauci under this MOU and the fiscal year Reimbursable Agreement (RA).

**III. AUTHORITY**

For USMS:

1. 28 United States Code (U.S.C.) §§ 561(b), 566(e)(1)
2. 28 Code of Federal Regulation (C.F.R.) § 0.111(e)
3. USMS Directive 10.1, Judicial Security

For HHS NIH:

1. 42 U.S.C. § 282
2. 15 U.S.C. § 1535

**IV. FUNDING AND REIMBURSEMENT**

Funds transferred to the USMS by HHS NIH will be utilized for the sole purpose of the protective services provided to Dr. Anthony Fauci and will include, but not be limited to, the following:

1. Salaries and benefits for assigned Deputy United States Marshals (DUSM) and administrative support personnel, including reasonable and necessary overtime pay.
2. Reasonable and necessary travel costs for Temporary Duty personnel.
3. (b)(7)(E) for the transportation and security of Dr. Anthony Fauci.
4. (b)(7)(E) DUSM assigned to the protective detail.
5. Necessary law enforcement equipment for operational use.

6. Other ancillary costs as identified, documented by USMS, and mutually agreed upon in advance by HHS NIH and the USMS.

The RA accompanying this MOU identifies the actual cost of the services to be provided. All expenses incurred by USMS related to this agreement must be reasonable, necessary, mission related, and documented.

Funding for the following items will be paid for directly by HHS NIH:

1. All travel and per diem expenses for permanent security detail members related to the protective mission will be paid for by HHS NIH.
2. Other ancillary costs as identified, documented by USMS, and mutually agreed upon in advance by HHS NIH and the USMS.

## V. USMS PROTECTIVE SERVICES PROVIDED

1. The protective services provided will continue upon the execution of this MOU and the effective transfer of funds as stipulated in the accompanying RA, as well as future fiscal year RAs, subject to periodic assessment as outlined below. The number of reimbursable positions and other costs identified in the RAs are based on USMS protective service requirements, experience and methodology, in addition to USMS operational requirements at the HHS NIH. At least each fiscal year hereafter, and as frequently as the USMS deems appropriate, the USMS will conduct a threat assessment to determine, in its discretion, whether USMS authorities allow for continued protection and, if so, future protective requirements, if any. HHS NIH will be consulted and provide recommendations regarding protective requirements, but the USMS retains final authority regarding the extent of protective requirements and the continuing need and authority for protective services. Permanent security detail members are not HHS NIH employees and at all times during the term of this MOU will remain USMS personnel and operate under the supervision of the USMS.
2. Personal Security briefing, including occasional threat-based briefings, will be provided by a USMS Chief Inspector DUSM or designee assigned to HHS NIH. The initial briefing on USMS protective services will include, but not be limited to, USMS protective service policy 10.1 and 28 USC 566(e)(1)(A). The initial briefing will be provided to Dr. Anthony Fauci; [REDACTED] Dr. Anthony Fauci [REDACTED] [REDACTED] will be given a copy of USMS Publication #94 (Offsite Security Handbook).
3. Protective services will be provided for Dr. Anthony Fauci. The level of support will be based on the USMS assessment. At any time, threat-based circumstances exist, additional personnel may be added to or removed from the protective detail as agreed upon by the Deputy Director for Management, NIH (or their designee) and the USMS.
4. The USMS will monitor and mitigate threats against Dr. Anthony Fauci. This includes access to, and use of, the USMS Office of Protective Intelligence, Threat Management Center, and other USMS protective investigations resources as required. The USMS Detail Chief Inspector will meet regularly with the Deputy Director for Management, NIH (or their designee) to discuss security services and threat management.

5. USMS technical protective support (Tactical Operations Division – Office of Strategic Technology) will be provided as needed and agreed upon by the USMS Chief Inspector and the HHS NIH designee.

## VI. DURATION OF AGREEMENT AND ADMINISTRATION

This MOU will be effective on January 4, 2023. This MOU shall remain in effect through September 20, 2023, subject to the availability of funds as detailed in the RA. This MOU may be extended or renewed for future fiscal years by the mutual, written consent of both parties. This MOU may be modified by the mutual, written consent of both parties. This MOU may be terminated by either party at any time; however, terminating party must provide written notice to the other party at least 2 months (60 days) in advance of the effective date of the termination. It is further established that the terms and conditions stipulated herein are subject to modification, upon written notice, by the parties as they may mutually agree. Upon termination of this agreement, all USMS records as they relate to the security detail, are proprietary and will remain the property of the USMS. Specific information contained in USMS records will be disclosed and provided to appropriate party upon any Congressional inquiry in accordance with USMS policy.

The fiscal year RA amount will be binding for any specific fiscal year and may be adjusted by USMS or HHS NIH to account for increase or decrease in the actual costs of services provided, as deemed reasonable by both parties and subject to the availability of funds. A projected fiscal year cost will accompany the RA. Each RA will be signed and returned expeditiously so that neither agency falls into a non-compliant situation. Any unused funds will be de-obligated at the end of the period of availability of the appropriation.

## VII. APPROVALS

The parties have entered into this Memorandum of Understanding by signatures of their authorized representatives.

(b)(6); (b)(7)(C)

Roberto I. Robinson  
Deputy Director  
U.S. Marshals Service

12/30/22  
Date

Alfred C.  
Johnson -S

Digitally signed by Alfred C.  
Johnson -S  
Date: 2022.12.30 16:58:17  
-05'00'

Alfred C. Johnson, Ph.D.  
Deputy Director for Management  
National Institutes of Health  
U.S. Department of Health  
and Human Services

Date