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Description of document: Memorandum of Understanding Between U.S. Department of the Treasury Financial Crimes Enforcement Network (FinCEN) and the Office of Foreign Assets Control (OFAC) Office of Compliance and Enforcement (OCE) Regarding [redacted], Presidential Management Fellow, 2017

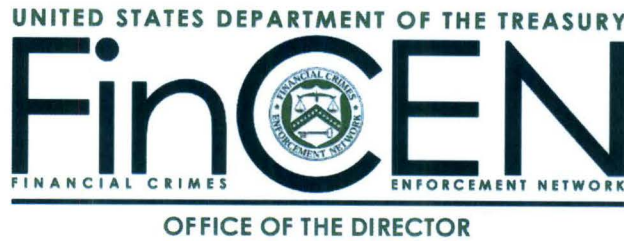
Appeal date: 22-September-2017

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FinCEN Disclosure Office
P.O. Box 39
Vienna, VA 22183
Email: FinCENFOIA@fincen.gov
[Treasury's FOIA online web portal](#)

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December 19, 2017

Re: FinCEN Appeal #A2017-371-F

This responds to your letter to the Financial Crimes Enforcement Network ("FinCEN") dated September 22, 2017 and received by FinCEN on September 29, 2017, appealing FinCEN's September 15, 2017 decision to deny your Freedom of Information Act ("FOIA") request (Case No. 2017-371-F) based upon a determination that the 16 pages of responsive records were withheld in accordance with FOIA exemptions 2, 6, and 7A.

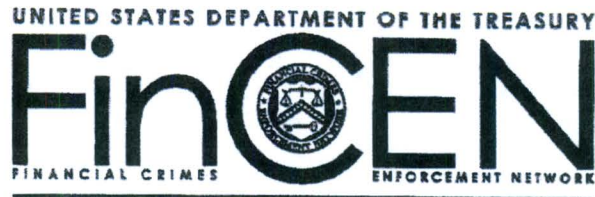
In your appeal letter, you raise a concern about FinCEN's decision to withhold the responsive records. Upon review of your appeal, I have decided to grant your request in part. The inclusion of FOIA exemption 7A was in error. Accordingly, I am providing redacted versions of the 16 pages of responsive records.

You may obtain judicial review of this determination in the U.S. District Court for the judicial district in which you reside or have a principal place of business, the judicial district in which the requested records are located, or the District of Columbia, in accordance with 5 U.S.C. § 552 (a)(4)(B).

Sincerely,

A handwritten signature in blue ink that reads "Jamal El-Hindi".

Jamal El-Hindi
Deputy Director



MEMORANDUM OF UNDERSTANDING BETWEEN

U.S. Department of the Treasury

Financial Crimes Enforcement Network (FinCEN)

and

U.S. Department of the Treasury

Office of Foreign Assets Control (OFAC)

Office of Compliance and Enforcement (OCE)

REGARDING

(b) (6)

Presidential Management Fellow

I. INTRODUCTION

The Department of the Treasury - Office of Foreign Assets Control - Office of Compliance and Enforcement (OFAC - OCE) (**Gaining Agency**) hereby enters into an understanding regarding the temporary developmental assignment (Developmental Assignment) for (b) (6), a Presidential Management Fellow (PMF or Fellow) employed by **Department of the Treasury - Financial Crimes Enforcement Network (FinCEN or Employing Agency)**. The Developmental Assignment shall be made on a non-reimbursable basis, whereby FinCEN will continue to pay the Fellow's salary and benefits in accordance with the provisions set forth herein. FinCEN will not be obligated for any additional funds during the period of the Developmental Assignment, unless expressly stated below.

II. AUTHORITIES

The Gaining Agency has authority to provide a Developmental Assignment for the Fellow employed by FinCEN pursuant to 5 CFR 362.405, and in accordance with the individual development plan (IDP) approved for the Fellow pursuant to 5 CFR 362.405. The Developmental Assignment must be

in the occupation or functional discipline in which the Fellow will most likely be placed, with full-time management and/or technical responsibilities consistent with the Fellow's IDP.

III. PURPOSE

This document constitutes an agreement between FinCEN and the Gaining Agency. The purpose of this Memorandum of Understanding (MOU) is to provide for the assigning, tracking, and accounting of personnel on a Developmental Assignment and to set forth the roles and responsibilities of FinCEN, the Gaining Agency, and the Fellow.

IV. GENERAL INFORMATION

A. The Fellow has accepted a Developmental Assignment in the **Office of Compliance and Enforcement (OCE)** of the Gaining Agency. The office is located at **1500 Pennsylvania Avenue, N.W. Washington, DC 20220**. The supervisor for the Fellow during the Developmental Assignment will be **Rachel Dondarski, Chief, Regulated Industries Oversight and Evaluation**.

B. The start date of Developmental Assignment will be **June 5, 2017**.

C. The end date of the Developmental Assignment will be **December 5, 2017**. NOTE: The length of the temporary Developmental Assignment at the Gaining Agency generally should not exceed 120 days and may be renewed upon the written consent of the parties. In order to qualify for a Developmental Assignment, it must be at least 4 continuous months in duration. Please refer to the attached regulatory authority.

D. The duration of the Developmental Assignment at the Gaining Agency should not exceed 6 months.

E. The Fellow will remain on the rolls of FinCEN in the Fellow's permanent position of record during the Developmental Assignment. FinCEN retains the right to effect such personnel actions as necessary and required in accordance with its personnel management policies.

F. Position title of record for the Fellow is: **Research and Enforcement Specialist**

G. The Grade/Band of the Fellow is: **GS-11-0301**

H. Duty Location of the Fellow at the Employing Agency is: **2070 Chain Bridge Rd
Vienna, VA 22183**

I. Duty Location of the Fellow at the Gaining Agency is: **1500 Pennsylvania Avenue, N.W.
Washington, DC 20220**

V. RULES, REGULATIONS, AND POLICIES

A. PMF Regulations. A copy of the PMF Program regulations can be found on the PMF website (www.pmf.gov).

B. PMF Guide for Agencies.

The PMF Guide for Agencies can be found on the PMF website (www.pmf.gov). The PMF Guide for Agencies provides information on the roles and responsibilities of the PMF Program Office, Agency PMF Coordinators, and Presidential Management Fellows (PMFs) and their supervisors. It also provides program policy and procedural guidance to help agencies administer their PMF Program.

VI. RESPONSIBILITIES OF THE PARTIES

A. Time and Attendance. The Fellow's time and attendance will be maintained by the Gaining Agency and FinCEN. The Gaining Agency's timekeeper will report the Fellow's time and attendance to the FinCEN timekeeper and FinCEN supervisor contacts identified in section VIII of this MOU, on a biweekly basis and will advise FinCEN by noon on the second Friday of every pay period of the hours worked and type and amount of any leave used during that period. The Fellow will not be permitted to perform the duties of the Developmental Assignment on Federal holidays, or to work in excess of 40 hours per week, without prior, written permission from the Fellow's first-line supervisor at FinCEN. Failure to abide by this provision may constitute grounds for terminating this MOU immediately.

B. Fellow's Performance Evaluation. Upon the request by FinCEN using the performance plan issued to the Fellow, the Gaining Agency will provide in writing a descriptive evaluation of the Fellow's performance and submit it to the Employing Agency within **two weeks** of the end of the developmental period and, in any event, no later than October 15 of the calendar year.

C. The Gaining Agency agrees to perform the following responsibilities:

- Provide technical and operational support to the Fellow for all Gaining Agency activities.
- Provide office space and administrative support to the Fellow while assigned to the Gaining Agency.
- Provide the Fellow with the following duties and tasks:
 - Input incoming blocking and reject reports into an OFAC-administered database;
 - Review incoming reports for completeness and accuracy and liaise with appropriate financial institutions as necessary regarding issues as they arise;
 - Respond to inquiries submitted to OFAC's compliance hotline by providing guidance regarding the appropriate treatment of real-time transactions and general information on OFAC sanctions programs; and

- Serve as a case officer for routine cases pertaining to apparent violations of OFAC sanctions regulations committed by regulated financial institutions.

VII. TRAVEL AND TRAINING

A. All travel and training required by the Fellow at the Gaining Agency during the assignment will be paid by the Gaining Agency.

VIII. CONTACTS

The contacts of each party to this agreement (if applicable) are:

	Name	Phone Number	E-Mail Address	Location
Presidential Management Fellow	(b) (6)	703 (b) (6)	(b) (6) @fincen.gov	FinCEN 2070 Chain Bridge Rd Vienna, VA 22183
FinCEN Supervisor	Jeffrey Anderson	703 (b) (6)	(b) (6) @fincen.gov	FinCEN 2070 Chain Bridge Rd Vienna, VA 22183
(gaining agency) Supervisor	Rachel Dondarski	202 (b) (6)	(b) (6) @treasury.gov	OFAC 1500 Pennsylvania Avenue, N.W. Washington, DC 20220
Agency PMF Coordinator for FinCEN	(b) (6)	703 (b) (6)	(b) (6) @fincen.gov	FinCEN 2070 Chain Bridge Rd Vienna, VA 22183
Agency PMF Coordinator for OSD	(b) (6)	202 (b) (6)	(b) (6) @treasury.gov	OFAC 1500 Pennsylvania Avenue, N.W. Washington, DC 20220
FinCEN Timekeeper	(b) (6)	703 (b) (6)	(b) (6) @fincen.gov	FinCEN 2070 Chain Bridge Rd Vienna, VA 22183

The parties agree that if there is a change regarding the information in this section, the party making the change will notify the other party in writing of such change within two business days.

IX. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by all parties. The MOU will terminate on December 5, 2017.

NOTE: The duration of the Developmental Assignment may be amended at any time by the mutual written consent of the parties. Any party may terminate this MOU by providing **ten** days' prior written notice to the other party.

Modification of this MOU will be achieved by executing a separate, subsequent agreed upon written document containing either amendments (changing or eliminating existing provisions) or addenda (adding new provisions).

X. OBLIGATIONS AND EXPENDITURES

Nothing in this MOU requires the parties to obligate or expend appropriated funds.

XI. THIRD PARTY RIGHTS

This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.

XII. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this MOU, or any amendments 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 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Nothing herein is intended to conflict with current FinCEN or the Gaining Agency directives. If the terms of this MOU are inconsistent with existing directives of either of the agencies entering into this MOU, then those portions of this MOU which are determined to be inconsistent shall be invalid; the remaining terms and conditions not affected by the inconsistency, however, shall remain in full force and effect. At the first opportunity for review of the MOU, all necessary changes will be accomplished by either an amendment to this MOU or by entering into a new MOU, whichever is deemed expedient to the interest of both parties.

XIII. SIGNATURES

Jeffrey Anderson (b) (6) Date: 5-17-17
Section Chief Private-Public Partnerships, FinCEN

(b) (6) (b) (6) Date: 05/19/2017
(b) (6) FinCEN

Rachel Dondarski (b) (6) Date: 18 May 2017
Chief, Regulated Industries Oversight and Evaluation, OFAC - OCE

(b) (6) (b) (6) Date: 5/15/17
(b) (6) Coordinator

(b) (6) (b) (6) Date: 5/17/2017
PMF Research and Enforcement Specialist, FinCEN

Attachment 1

Based on PMFs under the current Pathways Programs regulations from the Class of 2013>:
5 C.F.R. § 362.405 Development, evaluation, promotion, and certification (specific to Fellows).

(a) *Individual Development Plans.* An agency must approve, within 45 days, an Individual Development Plan (IDP) for each of its Fellows that sets forth the specific developmental activities that are mutually agreed upon by each Fellow and his or her supervisor. The IDP must be developed in consultation with the Agency PMF Coordinator and/or the mentor assigned to the Fellow under paragraph (b)(3) of this section.

(b) *Required developmental activities.*

(1) OPM will provide an orientation program for each class or cohort of Fellows and will provide information on available training opportunities known to it.

(2) The agency must provide each Fellow a minimum of 80 hours of formal interactive training per year that addresses the competencies outlined in the IDP. Mandatory annual training, such as information security and ethics training, does not count towards the 80-hour requirement.

(3) Within the first 90 days of a Fellow's appointment, the agency must assign the Fellow a mentor, who is a managerial employee outside the Fellow's chain of command.

(4) The agency must provide each Fellow with at least one rotational or developmental assignment with fulltime management and/or technical responsibilities consistent with the Fellow's IDP. With respect to this requirement:

(i) Each Fellow must receive at least one developmental assignment of 4 to 6 months in duration, with management and/or technical responsibilities consistent with the Fellow's IDP. As an alternative, a Fellow may choose to participate in an agency-wide initiative or other Presidential or Administration initiative that will provide the Fellow with the experience he or she would have gained through the 4- to-6-month developmental assignment; and

(ii) The developmental assignment may be within the Fellow's organization, in another component of the agency, or in another Federal agency.

(5) The Fellow may receive other short-term rotational assignments of 1 to 6 months in duration, at the agency's discretion.



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B. The start date of Developmental Assignment will be **(b)(6)**

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Section Chief Private-Public Partnerships, FinCEN

(b) (6) (b) (6) Date: 05/19/2017
Agency PMF Coordinator, FinCEN

OFAC (b)(6) (b) (6) Date: 18 May 2017
Chief, Regulated Industries Oversight and Evaluation, OFAC - OCE

(b) (6) (b) (6) Date: 5/17/17
DO PMF Coordinator

(b) (6) (b) (6) Date: 5/17/2017
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