



DEPUTY SECRETARY OF DEFENSE
1010 DEFENSE PENTAGON
WASHINGTON, DC 20301-1010

JUL 19 2018

MEMORANDUM FOR CHIEF MANAGEMENT OFFICER OF THE DEPARTMENT OF
DEFENSE

SECRETARIES OF THE MILITARY DEPARTMENTS
CHAIRMAN OF THE JOINT CHIEFS OF STAFF
UNDER SECRETARIES OF DEFENSE
CHIEF OF THE NATIONAL GUARD BUREAU
GENERAL COUNSEL OF THE DEPARTMENT OF DEFENSE
DIRECTOR OF COST ASSESSMENT AND PROGRAM
EVALUATION
INSPECTOR GENERAL OF THE DEPARTMENT OF DEFENSE
DIRECTOR OF OPERATIONAL TEST AND EVALUATION
CHIEF INFORMATION OFFICER OF THE DEPARTMENT OF
DEFENSE
ASSISTANT SECRETARY OF DEFENSE FOR LEGISLATIVE
AFFAIRS
ASSISTANT TO THE SECRETARY OF DEFENSE FOR PUBLIC
AFFAIRS
DIRECTOR OF NET ASSESSMENT
DIRECTORS OF DEFENSE AGENCIES
DIRECTORS OF DOD FIELD ACTIVITIES

SUBJECT: Public-Private Talent Exchange

Section 1599g of title 10, U.S.C., allows the Secretary of Defense, with the agreement of a private-sector organization and the consent of the employee, to arrange for the temporary assignment of a DoD civilian employee to that private-sector organization, or an employee of their private-sector organization to the DoD.

As set forth in the attachment, this memorandum implements procedures for the use of this authority. These procedures will be incorporated into an appropriate DoD issuance.

For more information, my point of contact is Ms. Hong Miller, Associate Director, Employment and Compensation, Defense Civilian Personnel Advisory Service, whom you may reach at (571) 372-1536 or by email at Hong.V.Miller.civ@mail.mil.

Attachment:
As stated



OSD009416-18/CMD011873-18

PUBLIC-PRIVATE TALENT EXCHANGE
IMPLEMENTATION PROCEDURES

1. Authority.

a. Section 1599g of title 10, U.S.C., provides that the Secretary of Defense may, with the agreement of a private-sector organization and the consent of the participating employee, arrange for the temporary assignment of a civilian employee to such private-sector organization, or from such private-sector organization to a Department of Defense (DoD) organization.

b. The authority to assign DoD employees to private-sector organizations and to approve assignments of private-sector employees to DoD organizations under the Public-Private Talent Exchange (PPTE) may be exercised by the Secretaries of the Military Departments and Directors of Defense Agencies and DoD Field Activities with independent appointing authority for themselves and their serviced organizations, as defined by their respective DoD chartering directives and the Chief Management Officer for the Office of the Secretary of Defense, hereafter referred to as "DoD Components."

2. Applicability.

a. Applies to the Office of the Secretary of Defense, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD.

b. Temporary assignments made pursuant to the Intergovernmental Personnel Act are excluded from PPTE coverage.

c. Applies to assignments within the U.S.

3. Use of PPTE Authority. The authority establishes a knowledge exchange through which DoD and private-sector organizations can exchange talent. The exchange will allow the Department to gain expertise and knowledge with an influx of fresh and innovative ideas.

a. An assignment will not be less than 3 months and normally may not exceed 2 years. Extensions beyond 2 years and up to a total of 4 years may be made to meet critical mission or program requirements. In no case may an assignment exceed a total of 4 years.

b. The following principles will be followed when exercising this authority:

(1) Merit factors will be the basis for selecting individuals for exchange opportunities. This program will be administered in accordance with DoD Directive 1020.02E, "Diversity Management and Equal Opportunity in the DoD."

(2) An assignment may, at any time and for any reason, be terminated by the DoD Component or the private-sector organization concerned. Where possible, the party terminating

the assignment prior to the agreed upon end date should provide 30 days advance written notice to the other party along with a statement of reasons.

4. Roles and Responsibilities. The following roles and responsibilities of key contributors, vital to the development, approval, and implementation of the PPTE, are identified:

a. The Under Secretary of Defense for Personnel and Readiness is responsible for the implementing guidance and policies.

b. The Defense Civilian Personnel Advisory Service (DCPAS) will oversee and monitor use of this authority throughout the Department and ensure compliance with any reporting requirements on the use of the exchange program.

c. DoD Components are responsible for oversight, implementation, accountability, and reporting requirements, including, but not limited to, section 8 of these procedures, with use of this authority for themselves and their serviced organizations. When using this authority, DoD Components shall:

(1) Consider how assignments might best be used to help meet the needs of the DoD, with respect to the training of employees, and provide such information to DCPAS when requested.

(2) Consider, where applicable, areas of particular private-sector expertise, such as cybersecurity.

5. PPTE Requirements.

a. A written memorandum of agreement (MOA) will be used for each individual PPTE participant to document the specific terms and responsibilities to which the DoD Component, the private-sector organization, and the participant agree. Modifications to the MOA require the same approval process as the original agreement. At a minimum, each MOA must include the information in the sample MOA (see Figure 1.), regardless of the format used.

b. DoD Employees:

(1) Must be DoD civilian employees at the General Schedule grade 12 level and above (or equivalent) or at the Federal Wage System journeyman level and above.

(2) Must have the knowledge, skills, and abilities to be considered subject matter experts in their occupational field.

(3) Must currently meet all established performance standards at or above the fully successful level.

(4) Must be serving on permanent appointments and have completed initial probationary or trial periods for appointments.

(5) Will be considered to be on detail during the period of assignment. DoD employees continue to encumber the positions they occupied prior to the assignment, and such positions are subject to any personnel actions that might normally occur. While detailed to private-sector organizations, DoD employees remain Federal employees without loss of associated employment rights and benefits including, but not limited to: consideration for promotions; leave accrual; continuation of retirement benefits and health, life, and long-term care insurance benefits; and pay increases employees otherwise would have received if they had not been detailed. During the assignment, employees will continue to receive pay and benefits from their employing DoD organizations and will not receive pay or benefits from the private-sector organizations.

(6) Shall, upon completion of the assignment, be placed in the respective positions they held immediately before the assignment or in similar positions. A similar position is one:

- (a) In the same DoD Component;
- (b) In the same geographic area;
- (c) With the same rights and benefits; and

(d) In a grade equal to the grade of the position which he or she held immediately before the PPTe assignment.

(7) Must complete either a Confidential or Public Financial Disclosure Report, whichever applies; a continued service obligation agreement; ethics training in accordance with the Office of Government Ethics regulations; and all other applicable training requirements prior to the implementation of the MOA.

(8) Will not improperly use or disclose any non-public information, to include any pre-decisional or draft deliberative information to which such employees may be privy or of which such employees may be aware, related to DoD programming, budgeting, resourcing, acquisition, procurement, or other matters for the benefit or advantage of the employees or any non-Federal entities, to include the private-sector organizations. Employees will handle all non-public information in a manner that reduces the possibility of improper disclosure.

(9) Will not work on particular matters involving the private-sector organizations in which they participated personally and substantially in their government positions, and will not represent or appear on behalf of any non-Federal entities, to include the private-sector organizations before any Executive or Judicial branch officials in any matter in which the U.S. is a party or has an interest.

(10) Will not disclose to such private-sector entities any information that would be covered by the Privacy Act; the Trade Secrets Act, section 1905 of title 18, U.S.C.; or the Procurement Integrity Act, section 2102 of title 41, U.S.C.

(11) Upon completion of the PPTE assignment, will serve in the DoD for a period equal to twice the length of the assignment or, with advance written approval by the Heads of the DoD Components, will serve elsewhere in the Federal civil service for a period equal to twice the length of their assignment.

(12) Will be liable to the U.S. for payment of all of DoD's expenses of the assignment, unless the Head of the DoD Component concerned determines that the employee's failure to carry out the terms of the MOA is for a good and sufficient reason.

c. Private-Sector Employees:

(1) Must have the knowledge, skills, and abilities to be considered subject matter experts in their occupational field.

(2) Must meet the definition of high-performing employees in accordance with the employing organizations' performance standards.

(3) Must successfully obtain the same level of background investigation and the same type, or types, of adjudication required to perform the duties of the assignment through the duration of their participation in the PPTE.

(4) Will continue to receive pay and benefits from the private-sector organizations from which such employees are assigned and will not receive pay or benefits from the DoD.

(5) Are deemed employees of the DoD for the purposes of:

(a) Chapters 73 and 81 of title 5, U.S.C.;

(b) Sections 201, 203, 205, 207, 208, 209, 603, 606, 607, 643, 654, 1905, and 1913 of title 18, U.S.C.;

(c) Sections 1343, 1344, and 1349(b) of title 31, U.S.C.;

(d) The Federal Tort Claims Act and any other Federal tort liability statute;

(e) The Ethics in Government Act of 1978; and

(f) Chapter 21 of title 41, U.S.C.

(6) Must complete either a Confidential or Public Financial Disclosure Report, whichever applies; a disqualification statement prohibiting the private-sector employee from working on matters related to his or her private-sector organization; and ethics training in accordance with Office of Government Ethics regulations prior to the implementation of the MOA.

(7) Will not improperly use or disclose any non-public information, to include any pre-decisional or draft deliberative information to which such employees may be privy or of which such employees may be aware, related to DoD programming, budgeting, resourcing, acquisition, procurement, or other matter, for the benefit or advantage of the employees or any non-Federal entities, to include the private-sector organization employers. Employees will handle all non-public information in a manner that reduces the possibility of improper disclosure.

(8) Will not work on particular matters involving their private-sector employers or any entities represented by their private-sector employers, and will not represent or appear on behalf of any non-Federal entities, to include their private-sector employers, before any Executive or Judicial branch official in any matter in which the U.S. is a party or has an interest.

(9) Will not disclose to private-sector entities any information that would be covered by the Privacy Act; the Trade Secrets Act, section 1905 of title 18, U.S.C.; or the Procurement Integrity Act, section 2102 of title 41, U.S.C.

(10) Must receive post-government employment advice from a DoD ethics counselor at the conclusion of the PPTE. Private-sector employees participating in the exchange are deemed Federal employees for purposes of post-government employment restrictions.

(11) Must be U.S. citizens.

(12) May not supervise DoD employees. This includes, but is not limited to, restrictions on evaluating performance, approving time and attendance, granting awards, or executing disciplinary actions.

(13) Will not be authorized access to any trade secrets or to any other non-public information that may be of commercial value to private-sector organizations from which the employees are assigned.

(14) May perform work that is considered inherently governmental in nature only when authorized in writing by the Secretary of Defense. This authority may not be delegated further.

(15) May not be used to circumvent the provisions of section 2461 of title 10, U.S.C., nor to circumvent any limitation or restriction on the size of the Department's workforce.

(16) Will be liable to the U.S. for payment of all of DoD's expenses of the assignment, unless the Head of the DoD Component concerned determines that failure to carry out the terms of the MOA is for a good and sufficient reason.

d. Private-sector organizations may not charge the Department or any other agency of the Federal Government, as direct or indirect costs under a Federal contract, the costs of pay or benefits paid by the organization to an individual assigned to a DoD organization under a PPTE for the period of the assignment.

e. DoD Components:

(1) Will ensure that the normal duties and functions of the DoD employees on assignment to private-sector organizations under the PPTE program:

(a) Can be reasonably performed by other employees of the DoD without the transfer or reassignment of other personnel, including members of the armed forces, except as may be performed by a private-sector employee approved for PPTE participation.

(b) Are not, as a result of and during the course of the temporary PPTE assignment, performed or augmented by contractor personnel in violation of the provisions of section 2461 of title 10, U.S.C.

(2) Are responsible for ensuring that temporary assignments of DoD employees will not have adverse or negative impact on mission attainment, warfighter support, or organizational capabilities associated with the assignments.

(3) Will ensure that the employees' supervisors of record obtain input from the employees' supervisors in the private-sector organizations to which they are assigned for use in developing performance plans, conducting progress reviews, and completing ratings of record for performance evaluation purposes.

(4) Will ensure at least 20 percent of the private-sector employees accepted for participation in PPTE assignments each fiscal year (FY) are from small business concerns, as defined by section 3703(e)(2)(A) of title 5, U.S.C.

(5) Will maintain documentation for assignments prescribed by these procedures sufficient to allow reconstruction of actions taken during the period of the DoD employees' or private-sector employees' participation in PPTE assignments and for DoD employees' completion of the terms of subsequent service agreements, as well as for any applicable retention periods prescribed for such documents.

6. Steps for Implementation.

a. Requests for PPTE assignments must include:

(1) Written supervisory approvals.

(2) Execution of MOAs (see Figure 1.) with the private sector organization prospective participants' signatures.

(3) Financial Disclosure Report (Confidential or Public, as appropriate).

(4) Documentation reflecting completion of ethics training.

(5) Disqualification statements (for private-sector employees).

(6) Continued service obligation agreements.

(7) Individuals' applications/resumes.

(8) Supplemental documentation (if applicable).

b. PPTE requests will be submitted to officials listed in paragraph 1.b. of these implementation procedures for approval and signature on the MOA.

c. If PPTE extensions are requested, these same procedures must be followed.

7. Repayment of Expenses of Assignment.

a. Prior to using this authority, a DoD Component must establish a two-step process for establishing debts under this authority.

(1) The twofold first step is comprised of calculation of the DoD Component's expenses of the assignment, and determination of the participant's liability to the United States for payment of all expenses of the assignment, in the event the participant fails to carry out the terms of the participant's MOA. This step does not involve debt waiver. The DoD Component may forgo establishment of the debt if:

(a) The participant is unable to complete the assignment or continue his/her Federal employment because of a long term/permanent disability;

(b) The DoD Component's expenses of the assignment are less than \$500;

(c) The failure is due to death of the participant or an immediate family member of the participant (spouse or child, but not parent or sibling); or

(d) Any other reasons that the Head of the DoD Component concerned determines constitutes a good and sufficient reason. Authority to make such a determination may not be further delegated.

(2) The second step is comprised of establishment and collection of the debt, and consideration of any participant request for waiver. The establishment process must include notice to participants who fail to carry out the terms of their MOAs of the basis for, and amount of, the debt; provide participants an opportunity to dispute the validity and amount of the debt; and inform participants who are notified of indebtedness of the opportunity to request a waiver on the basis that collection of the debt would be against equity and good conscience. The DoD Components' debt establishment and collection activities must be administered consistent with Volume 16 of the DoD Financial Management Regulation, "Debt Management."

b. Unless the DoD Component determines the participant is not liable to the U.S. for one of the reasons set forth in paragraph 7.a.(1), the DoD Component must establish indebtedness

and notify the participant within 60 days after it learns of a participant's failure to carry out the terms of his/her MOA.

c. Expenses of the assignment that must be repaid under paragraphs 5.b.(12) and 5.c.(16) above may include but are not limited to the following:

- (1) Salary paid by DoD;
- (2) Training expenses incurred by DoD;
- (3) Travel expenses incurred by DoD.

8. Reporting. DoD Components must provide information to DCPAS when requested and must report on their use of this authority during the previous FY to DCPAS by December 31 of each year. Reports must include the following for:

a. Assignments of DoD employees to private-sector organizations:

- (1) Employee's title, occupational series, and grade (position of record);
- (2) Employee's appointment type (i.e., competitive or excepted service and tenure);
- (3) Organization and duty location of position of record;
- (4) Duration (or expected duration) of assignment, including whether the assignment was terminated earlier than or extended beyond the original end date in the MOA and why;
- (5) Subject matter area(s) of expertise pertinent to the assignment; and
- (6) Expected expertise to be gained via the assignment, including how the assignment helps meet the needs of DoD with respect to training of employees.

b. Assignments of a private-sector employees to DoD Components:

- (1) Assignee's job title (position of record);
- (2) Assignee's appointment type (i.e., date of appointment to current position and whether the appointment/position is considered continuing);
- (3) Organization and duty location of position of record;
- (4) Duration (or expected duration) of assignment, including whether the assignment was terminated earlier than or extended beyond the original end date in the MOA and why;
- (5) Subject matter area(s) of expertise pertinent to the assignment;

(6) Expected expertise to be gained via the assignment, including how the assignment helps meet the needs of DoD with respect to training of employees; and

(7) Whether the assignee's employing organization meets the description of a small business concern, as described in 5.e (4) of these procedures; and

(8) Total percentage of private-sector employees accepted for participation in PPTE assignments from small business concerns.

Figure 1. Sample MOA Template

MEMORANDUM OF AGREEMENT
AMONG THE [FIRST PARTY (AND ACRONYM)],
THE [SECOND PARTY (AND ACRONYM)],
AND
NAME OF DoD OR PRIVATE SECTOR EMPLOYEE] (“PARTICIPANT”)
FOR THE
PUBLIC-PRIVATE TALENT EXCHANGE PROGRAM

This is a Memorandum of Agreement (MOA) among the [first party], a Department of Defense (DoD) Component; the [second party], a private-sector organization; and the participant. When referred to collectively, the [first party], the [second party], and the participant are referred to as the “Parties.”

1. AUTHORITY: Section 1599g of title 10, U.S.C.

2. RESPONSIBILITIES OF THE PARTIES:

2.1. PUBLIC-PRIVATE TALENT EXCHANGE (PPTE) REQUIREMENTS:

2.1.1. DoD Employees/Participants:

2.1.1.1. Will be considered to be on detail during the period of assignment. Participants continue to encumber the positions they occupied prior to the assignment, and such positions are subject to any personnel actions that might normally occur. While detailed to private-sector organizations, DoD employees remain Federal employees without loss of associated employment rights and benefits including, but not limited to: consideration for promotions; leave accrual; continuation of retirement benefits and health, life, and long-term care insurance benefits; and pay increases employees otherwise would have received if they had not been detailed. During the assignment, employees will continue to receive pay and benefits from their employing DoD organizations and will not receive pay or benefits from the private-sector organizations.

2.1.1.2. Shall, upon completion of the assignment, be placed in the respective positions they held immediately before the assignment or in similar positions. A similar position is one:

- In the same DoD Component;
- In the same geographic area;
- With the same rights and benefits; and
- In a grade equal to the grade of the position which he or she held immediately before the PPTE assignment.

2.1.1.3. Must complete either a Confidential or Public Financial Disclosure Report, whichever applies; a continued service obligation agreement; ethics training in accordance with the Office of Government Ethics regulations; and all other applicable training requirements prior to the implementation of the MOA.

Figure 1. Sample MOA, Continued

2.1.1.4. Will not improperly use or disclose any non-public information, to include any pre-decisional or draft deliberative information that to which such employees may be privy or of which such employees may be aware, related to DoD programming, budgeting, resourcing, acquisition, procurement, or other matters for the benefit or advantage of the employees or any non-Federal entities, to include the private-sector organizations. Employees/participants will handle all non-public information in a manner that reduces the possibility of improper disclosure.

2.1.1.5. Will not work on particular matters involving the private-sector organizations in which they participated personally and substantially in their government positions, and will not represent or appear on behalf of any non-Federal entities, to include the private-sector organizations before any Executive or Judicial branch officials in any matters in which the U.S. is a party or has an interest.

2.1.1.6. Will not disclose to such private-sector entities any information that would be covered by the Privacy Act; the Trade Secrets Act, section 1905 of title 18, U.S.C.; or the Procurement Integrity Act, section 2102 of title 41, U.S.C.

2.1.1.7. Upon completion of the PPTE assignment, will serve in the DoD for a period equal to twice the length of the assignment or, with advance written approval by the Heads of the DoD Components, will serve elsewhere in the Federal civil service for a period equal to twice the length of their assignments.

2.1.1.8. Will be liable to DoD for payment of all expenses of the assignment unless the Head of the DoD Component concerned determines that failure to carry out the terms of the MOA is for a good and sufficient reason.

2.1.2. Private-Sector Employees/Participants:

2.1.2.1. Must have the knowledge, skills, and abilities to be considered subject matter experts in their occupational field.

2.1.2.2. Must meet the definition of high-performing employees in accordance with the employing organizations' performance standards.

2.1.2.3. Must successfully obtain the same level of background investigation and the same type(s) of adjudication required to perform the duties of the assignment through the duration of their participation in the PPTE.

Figure 1. Sample MOA, Continued

2.1.2.4. Will continue to receive pay and benefits from the private-sector organizations from which such employees are assigned and will not receive pay or benefits from the DoD.

2.1.2.5. Are deemed employees of the DoD for the purposes of:

- Chapters 73 and 81 of title 5, U.S.C.;
- Sections 201, 203, 205, 207, 208, 209, 603, 606, 607, 643, 654, 1905, and 1913 of title 18, U.S.C.;
- Sections 1343, 1344, and 1349(b) of title 31, U.S.C.;
- The Federal Tort Claims Act and any other Federal tort liability statute;
- The Ethics in Government Act of 1978; and
- Chapter 21 of title 41, U.S.C.

2.1.2.6. Must complete either Confidential or Public Financial Disclosure Reports, whichever apply; disqualification statements prohibiting them from working on matters related to their private-sector organization; and ethics training in accordance with Office of Government Ethics regulations prior to the implementation of the MOA.

2.1.2.7. Will not improperly use or disclose any non-public information, to include any pre-decisional or draft deliberative information to which such employees may be privy or of which such employees may be aware, related to DoD programming, budgeting, resourcing, acquisition, procurement, or other matter, for the benefit or advantage of the employees or any non-Federal entities, to include the private-sector organization employers. Employees/participants will handle all non-public information in a manner that reduces the possibility of improper disclosure.

2.1.2.8. Will not work on particular matters involving their private-sector employers or any entities represented by their private-sector employers, and will not represent or appear on behalf of any non-Federal entities, to include their private-sector employers, before any Executive or Judicial branch official in any matter in which the U.S. is a party or has an interest.

2.1.2.9. Will not disclose to private-sector entities any information that would be covered by the Privacy Act; the Trade Secrets Act, section 1905 of title 18, U.S.C.; or the Procurement Integrity Act, section 2102 of title 41, U.S.C.

2.1.2.10. Must receive post-government employment advice from a DoD ethics counselor at the conclusion of the PPTE. Private-sector employees participating in the exchange are deemed Federal employees for purposes of post-government employment restrictions.

2.1.2.11. Must be U.S. citizens.

2.1.2.12. May not supervise DoD employees. This includes, but is not limited

Figure 1. Sample MOA. Continued

to, restrictions on evaluating performance, approving time and attendance, granting awards, or executing disciplinary actions.

2.1.2.13. Will not receive pay and benefits from the DoD and shall continue to receive pay and benefits from their private-sector organization.

2.1.2.14. Will not be authorized access to any trade secrets or to any other non-public information that may be of commercial value to private-sector organizations from which the employees are assigned.

2.1.2.15. May perform work that is considered inherently governmental in nature only when authorized in writing by the Secretary of Defense.

2.1.2.16. Will be liable to DoD for payment of all expenses of the assignment unless the Head of the DoD Component concerned determines that failure to carry out the terms of the MOA is for a good and sufficient reason.

2.1.2. Private-sector organizations may not charge the Department or any other agency of the Federal Government, as direct or indirect costs under a Federal contract, the costs of pay or benefits paid by the organization to an individual assigned to a DoD organization under a PPTE for the period of the assignment.

2.1.3. DoD Components will ensure that supervisors of record of DoD employees seek input from their supervisors in the private-sector organizations to which they are assigned for use in developing performance plans, conducting progress reviews, and completing ratings of record for performance evaluation purposes.

2.2. DUTIES: A description of duties for the duration of the assignment and a brief statement of how the goals of the assignment will be achieved are attached.

3. GENERAL PROVISIONS:

3.1. PARTICIPANT: This agreement covers the below participant who will be assigned on a non-reimbursable basis for a period of [insert duration of assignment]. This assignment may be extended upon mutual consent of the parties.

3.1.1. Position Pay Plan, Occupational Series, and Grade (for current DoD employees):

3.1.2. Position Title:

3.1.3. Appointment Type (for current DoD employees):

3.1.4. Date of employment with the current organization (for private-sector employees):

Figure 1. Sample MOA, Continued

3.1.5. Salary:

3.2. POINTS OF CONTACT: The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party.

3.2.1. For the [DoD Component]—

3.2.1.1. Position and phone number of Primary POC:

3.2.1.2. Position and phone number of Alternate POC:

3.2.2. For the [Private-sector organization]—

3.2.2.1. Position and phone number of Primary POC

3.2.2.2. Position and phone number of Alternate POC:

3.3. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the [DoD Component], to—

3.3.1. [insert mailing address and e-mail address] and, if to the [private-sector organization], to—

3.3.2. [insert mailing address and e-mail address] and, if to the [participant], to—

3.3.3. [insert mailing address and e-mail address]

3.4. ADMINISTRATIVE:

3.4.1. Time and Attendance: The participant's time and attendance records will be maintained by the parent organization/agency. The participant will submit his/her time and attendance report on a timely basis (as determined by the parent organization/agency).

3.4.2. Security: The participant may be required to hold a security clearance, depending on the nature of the assignment. The sponsoring organization/agency is responsible for determining the appropriate level of clearance.

3.4.3. Training and Travel Expenses: The host organization/agency may pay for any business training and travel expenses incurred by the participant while participating in the program. The participant shall provide vouchers and supporting receipts to the receiving organization for review and approval.

Figure 1. Sample MOA, Continued

3.4.4. Financial/Pay: The DoD Component or private-sector organization is responsible for all costs of its personnel, including pay and benefits, support, and travel. The participant's parent organization/agency will continue to process salary payments and/or awards in accordance with his/her respective policies and procedures.

3.4.5. Supervision and Performance: The DoD Component or private-sector organization is responsible for supervision and management of its personnel. [For shared supervision or management, explain the process to accomplish that.] Participants must maintain a fully successful performance level or above (if applicable) to participate in PPTE. Either of the parties may recommend withdrawal of a participant whose progress or conduct proves unsatisfactory.

3.5. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and accuracy.

3.6. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, and duly signed.

3.7. TERMINATION OF AGREEMENT: This MOA may be terminated by either the DoD Component or the private-sector organization by giving at least 30 days' written notice where possible. The MOA may also be terminated at any time upon the mutual written consent of the DoD Component and the private-sector organization.

3.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter.

3.9. EFFECTIVE DATE: This MOA takes effect the day after signature by the Head of the DoD Component.

3.10. EXPIRATION DATE: This Agreement expires on _____. [insert a date] If the assignment is extended, a new agreement must be executed.

3.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes any previously signed agreements between the same parties with the subject _____ and effective date of _____. [Use only when needed to cancel a previous agreement]

AGREED: [Approval Authority signatures will never be alone on a blank page]

Figure 1. Sample MOA, Continued

**HEAD OF THE DOD
COMPONENT**

**PRIVATE SECTOR ORGANIZATION
APPROVING OFFICIAL**

Printed Name: _____ Printed Name: _____

Signature: _____ Signature: _____

Organization: _____ Organization: _____

Title: _____ Title: _____

Date: _____ Date: _____

PARTICIPANT

Printed Name: _____

Signature: _____

Organization: _____

Title: _____

Date: _____