

**MEMORANDUM OF AGREEMENT (MOA) AMONG THE DEPARTMENT OF ARMY (DA);
COMPANY NAME (HOST ORGANIZATION); AND PARTICIPANT NAME (PARTICIPANT) FOR
THE DEPARTMENT OF WAR ACQUISITION AND SUSTAINMENT PUBLIC-PRIVATE TALENT
EXCHANGE (PPTE) PROGRAM**

This is a MOA among the Department of Army, a Department of War (DoW) Component; a Host Organization; and the Participant. When referred to collectively, they shall be referred to as the “Parties.”

The Participant is not authorized to sign any other agreements with the Host Organization/company without prior coordination with the Department of Army. The signing of any unauthorized agreements may result in termination of the detail and other consequences as appropriate under company/agency policy or the law.

1. **AUTHORITY.** Section 1599g of Title 10, United States Code (U.S.C.), authorizes public-private talent exchanges.
2. **SCOPE.** This agreement covers the Participant who will be assigned on a non-reimbursable basis for a period between (1 July 2026 to 1 January 2027) (six-month assignment). In accordance with 10 U.S.C. §1599g(d)(1), assignments must be between 3 to 24 months.
 - a. Any extension request must be submitted to the Army PPTE program manager via email (rachel.h.berry.civ@army.mil), coordinated and approved by the Participant, the Participant’s supervisor, Participant’s Home Organization, and the Host Organization. The Participant’s original assignment and any extensions may not exceed a maximum of 48 months in total.
 - b. A new MOA must be executed if the assignment is extended.
3. **CONFLICT OF INTEREST.** The Participant and Government represent and certify the Participant has not participated and is not currently participating in any government procurement or acquisition in which the Host Organization or its affiliates was or is an offeror. The Parties acknowledge and agree that the MOA:
 - a. Is not intended to result in any favorable nor unfavorable treatment of the Host Organization;
 - b. Is not to reward or influence any business activity or procurement by the Host Organization;

- c. Is offered independently of any past, current, or prospective procurement;
and
- d. Will not give rise to any actual or apparent conflict of interest.

4. **NON-DISCLOSURE OBLIGATIONS.** The Participant may obtain, receive, or gain access to confidential information involving the Host Organization in connection with the PPTE program. The Participant will treat such information as trade secrets and protect such trade secrets from public disclosure in accordance with the Trade Secrets Act, 18 U.S.C. §1905. Therefore, during the PPTE program, and at all times thereafter, the Participant will hold all confidential information in the strictest confidence and will not acquire, use, publish, disclose, or communicate any confidential information without prior written approval of an authorized representative of the Host Organization. All confidential information remains the exclusive property of the Host Organization. Any disclosure of confidential information by the Host Organization under this agreement does not grant the Participant or their Home Organization any rights to the Host Organization's patents, copyrights, trade secrets, trademarks, or other intellectual property, either express or implied. The Participant will take reasonable measures to safeguard and prevent unauthorized persons or entities from obtaining, receiving, or gaining access to any confidential information in the Participant's possession or control.

The Participant shall not misuse or disclose any non-public or confidential information, such as pre-decisional or draft deliberative information and including but not limited to matters related to DoW programming, budget, resourcing, acquisition, or procurement, to benefit the Participant or any non-Federal entities. Nor shall any Government Participant improperly use information that such Participant knows relates to a Department acquisition or procurement for the benefit of the private sector organization, in accordance with 10 U.S.C. § 1599g(b)(1)(C).

The Participant will preserve any information learned, obtained, or received in relation to the Host Organization's internal clients, customers, affiliates, partners, vendors, or other third-party entities as confidential, as such information is not public information and/or is obligated to be treated as confidential. This information may include proprietary markings or legends, and Participant agrees that he or she will not delete, strike, alter, or amend these markings or legends.

At the conclusion of the PPTE program, or at any time otherwise requested by the Host Organization, the Participant will return all confidential materials and records generated, regardless of their storage media, in his or her possession or control,

whether prepared by the Participant or others, to his or her designated Host Organization point of contact within 2 business days.

5. INTELLECTUAL PROPERTY.

- a. **Work Property and Proprietary Rights.** If the Participant delivers or is required to deliver, or otherwise produces, creates or develops, any work product in connection with the PPTe program, including, but not limited to, concepts, data, designs, developments, documentation, tools or any other intellectual property (either alone or on a team, regardless of completion) (referred to as “Work Product”), then
 - i. The Participant will promptly disclose to the Host Organization all such Work Product.
 - ii. The Host Organization owns, or by assignment of the creator will own, all rights, title, and interest (including trademarks, trade secrets, copyrights, patents and other intellectual property or propriety rights) in all countries of such Work Products.
 - iii. Upon request of the Host Organization or at the time of termination of this MOA, the Participant will deliver to the Host Organization all Work Products in tangible or electronic form.
 - iv. The Work Product does not qualify as a work “made for hire” under applicable laws, and all the rights, title, and interests in and to the Work Product must be assigned to the Host Organization. The foregoing assignment includes a license under any current and future patents owned or licensed by derivative works or modifications thereof with any product, service, offering, software, or other intellectual property by the Host Organization. Furthermore, the Participant will take all necessary legal steps required to transfer those rights to the Host Organization to allow for them to apply for, obtain, protect, perfect, or enforce the Host Organization’s rights, title, and interest in the Work Product.
 - v. The Host Organization’s attorney will execute assignments of, and register all rights to, the Work Product and the Proprietary Rights in Work Product. This appointment is coupled with an interest.
 - vi. To the extent the Participant’s background intellectual property is embodied or incorporated into the work product, the Participant grants a non-exclusive, worldwide, perpetual irrevocable, transferable, royalty-free, fully paid-up license to:

- Use, make, have made, sell, offer to sell, reproduce, perform, display, distribute, and import such background intellectual property;
 - Adapt, modify, and create derivative works from the same; and
 - Sublicense the foregoing rights.
- vii. The Participant may, and is encouraged to, further discuss with their Home Organization's general counsel for clarification on what rights he or she retains under this agreement.
- b. **Copyrights.** Consistent with United States Copyright law, the Host Organization will own all rights under copyright in and to copyrightable works prepared by the Participant within the scope time-limit of the program. The Host Organization will be considered the author for such works. If and to the extent that any such works are not deemed to constitute a work made within the scope of the PPTE program, and with respect to any other works that the Participant has prepared during work hours or using the host's resources, the Participant and their Home Organization hereby irrevocably assign to the Host Organization all rights, title, and interest in and to such works.
- c. **Release.** The Home Organization hereby releases and covenants not to assert any claim or bring any action, in law or in equity, alleging infringement or misuse of any intellectual property, proprietary right, or any related claim arising out of the PPTE Program.

6. GENERAL PROVISIONS.

- a. **Rules.** To the extent the Participant is at the Host Organization's premises or otherwise accessing or using such premises, the Participant will abide by all applicable laws, rules, restrictions, regulations, policies, procedures, and guidelines, including but not limited to, safety, health, environmental, and hazardous material management rules and rules prohibiting misconduct, as well as the use of physical aggression against any persons or property, harassment, or theft.
- b. **Information Resources.** If the Host Organization furnishes information technology, including but not limited to a laptop, cellphone, or tablet or access to any organizational information systems (referred to as "information resources") to the Participant, the Participant agrees:

- i. To comply with all rules and restrictions imposed by the Host Organization on the use of such information resources, including the acceptable use policy and required training to obtain access.
 - ii. That information resource privileges will expire, and to return all information resources to the host on the final day of their assignment under the PPTE program.
 - iii. That the Host Organization may terminate access to the Participant's information resources privileges at any time, for any reason, at its sole discretion.
- c. **Credentials, Badges, and Common-Access Cards (CAC).** If the Host Organization provides any security badge, access cards or personal identification verification tokens, (collectively referred to as, "badges") to the Participant, the Participant agrees to the following:
 - i. To comply with all rules and regulations that may be imposed by the Host Organization on the use of such badges.
 - ii. To always have his or her badges in his or her possession while in the host facility. Badges may not be loaned or shared with any other person.
 - iii. To report any lost badges to the Host Organization within 24 hours.
 - iv. Badge privileges will expire and must be returned to the Host Organization on the final day of the PPTE assignment.
 - v. The Host Organization may terminate the Participant's badge privileges at any time, and for any reason at their sole discretion.
- d. **Employment.** During the PPTE program, the Participant will remain a full-time employee of their Home Organization and at no time will be considered an employee of the Host Organization. The Participant and Home Organization hereby acknowledge that the Host Organization will not be responsible for the payment of any compensation, taxes, insurance, or benefits to the Participant.
- e. **Authority to Enter into Agreements on behalf of Host.** During the PPTE program, the Participant will not have authority—either expressed, implied, or apparent—to enter into any agreements on the Host Organization's behalf.

f. Travel and Expenses.

- i. The Participant may accept in-kind travel reimbursement from the Host Organization during the PPTE program if the Host Organization pays directly to the vendor for any such travel related expense like lodging, airfare, and conference attendance fees. The Participant shall provide vouchers and supporting receipts to the Host Organization for review and approval, if requested. Participants may also accept direct reimbursement for a limited type of travel incidentals that may occur during preapproved travel on behalf of the Host Organization where the expense was paid by the Participant and reimbursed by the Host Organization. Approved travel incidental expenses may only consist of parking, tolls, public local transportation (i.e. taxi/bus/Uber), and rental car fuel. Travel incidental expenses may not exceed \$500 per travel event. The reimbursement process for these incidental expenses is strictly between the Participant and Host Organization.
- ii. The Participant may also accept reasonable in-kind gifts of food at Host Organization's widely attended functions.
- iii. If any authorization for expenses is required from the Home Organization, it is the sole responsibility of the Participant to obtain it prior to creating any indebtedness on behalf of the Home Organization.
- iv. The Participant is prohibited from accepting any other reimbursement or compensation from the Host Organization.

g. Security Clearances and Felony Statement.

- i. The Participant warrants that he or she has not been convicted of a felony in the last 7 years, or, if he or she has, that he or she has provided complete information on the nature, severity, and date of each conviction to both the Host Organization and Home Organization.
- ii. The Participant agrees to promptly notify both their Home Organization and Host Organization in writing of any changes, events, or circumstances that could reasonably be expected to impact their current security clearance. This notification must be provided no later than 48 hours after the Participant becomes aware of such changes.

- h. **Waiver of Claims for Damage to Personal Property.** The Participant agrees that the Host Organization shall not be responsible for loss, disappearance, or damage to personal property while at the Host Organization's site.
- i. **Modifications of Restrictions; Severability.** Should a court of appropriate jurisdiction find that any provision of this MOA or compliance by any of the Parties with any provision of this MOA, is unlawful or unenforceable, such provision will be treated as narrowed to the extent to make it lawful and enforceable. If such modification is not possible, the unlawful or unenforceable provision will be severed from this MOA and the remaining provisions will remain in full force and effect to the maximum extent consistent with applicable law.
- j. **Survivability.** All obligations of the Participant under this MOA shall survive the termination of any other agreement.
- k. **Entire Agreement; Conflict Authority.** This MOA will remain in full force and effect. The Parties represent and warrant that they have the full power and authority to enter into this MOA and legally bind their organization to its terms. This MOA
 - i. Is intended by the Parties as a final, complete, and exclusive expression of the terms of their agreement; and,
 - ii. Supersedes all prior agreements and understandings between the Parties with respect to the subject matter hereof.
- l. **Counterparts and Facsimile/Email Delivery.** This MOA may be executed in two or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to constitute one and the same document. The Parties may sign and deliver this MOA by facsimile or email transmission.
- m. **Termination of Agreement.** Either the Host Organization or the Home Organization reserve the right to terminate this MOA at any time, for any reason, by serving written notice on the other 30 days in advance when possible.

n. PPTE Programmatic Requirements.

- i. The Participant will be considered on detail for the duration of the PPTE Program. The Participant continues to encumber the position 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.
- ii. The Participant 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.
- iii. Prior to starting the PPTE program, the Participant must provide information requested and required by the Human Capital Initiative (HCI) Program Office such as the Confidential or Public Financial Disclosure report.
- iv. The Participant must attend the HCI PPTE orientation session, which will include ethics training. The Host Organization supervisor or point of contact are encouraged, but not required, to attend the orientation.
- v. The Participant must provide one blog post for publication on DAU.edu at the midpoint of the program. The HCI Program Office will provide a template and examples to the Participants during the program.
- vi. At the end of the program, the Participant will be required to provide a capstone either as a presentation to senior leadership of the Department of War, their Home Organization and the Host Organization, or a written manuscript of between 5,000 and 10,000

words. The HCI Program Office will provide more information during orientation.

- vii. At the end of the program, the Participant will submit to the President of the Warfighting Acquisition University a description and evaluation of the Participant's experience in the PPTE program.

viii. **Administration:**

- Time and Attendance: The Participant's time and attendance records will be maintained by their Home Organization. The Participant will submit his or her time and attendance report on a timely basis (as determined by the Home Organization's policy).
- Security: The Participant may be required to hold a security clearance, depending on the nature of the assignment. The Host Organization is responsible for determining the appropriate level of clearance.
- Training and Travel Expenses: As discussed above, the Host Organization may pay for any business training or travel expenses incurred by the Participant while participating in the program. The Participant shall provide vouchers and supporting receipts to the Host Organization for review and approval.
- Supervision and Performance: The Home Organization is responsible for supervision and management of its personnel. The Participant 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. The Host Organization should provide feedback at the mid-point and the end of the PPTE program to either the Home Organization or to the HCI Program Office point of contact related to the performance of the Participant.

o. **Post-PPTE Program Restrictions and Requirements.**

- i. During the participation period in PPTE, the Participant shall not engage in any activities that involve the award, modification, or administration of procurement contracts with the Host Organization on behalf of their Home Organization.

- ii. For a period of two years following the conclusion of the Participant's assignment in the PPTE program, the Participant, his or her Home Organization, and any entity with which the Participant becomes affiliated, shall not:
 - Enter into or seek to negotiate contracts with the Host Organization in any capacity directly related to the Participant's work during the exchange period.
 - Provide consulting or advisory services to any entity seeking to contract with the Host Organization if such services pertain to matters that were within the scope of the Participant's duties during the exchange period.
- iii. The Participant agrees to disclose any potential conflicts of interest to the Home Organization and Host Organization and comply with all applicable laws and regulations governing conflicts of interest, including but not limited to 18 U.S.C. § 207 for federal employees.
- iv. Exceptions to the post-participation restriction may be granted only in writing by the appropriate authority at the Host Organization upon a determination that the contracting activity would not create an actual or perceived conflict of interest.
- v. **Federal Employee Continuing Service Agreements.** If the Participant is a federal employee:
 - The Participant agrees to remain employed in federal service for a period equal to two times the length of the PPTE assignment (referred to as the "Service Period"). For example, if the PPTE assignment duration is six months, the Service Period will be 12 months.
 - The Service Period will begin immediately upon the Participant's return to regular federal duties following the completion of the PPTE program.
 - If the Participant voluntarily separates from federal service or transfers to a non-federal position before the end of the Service Period, the Participant agrees to repay the agency an amount determined to represent the value of the PPTE assignment, including associated administrative costs, as calculated by the DA. This repayment obligation may be prorated based on the portion of the Service Period completed at the time of separation.

- A request for waiver of a Continued Service Agreement or indebtedness must be submitted in writing to the appropriate DA office for consideration. In accordance with internal policies of the military service or defense agency, waivers may be granted if a Participant is unable to fulfill the agreement for good and sufficient reason.
- If the Participant breaches any post-PPTE program obligations to the Host Organization, the applicable duration of the continuing service obligation will be extended by a period of no less than the duration of the breaching conduct.

p. **PARTICIPANT:** This agreement covers the below participant (NAME) who will be assigned on a non-reimbursable basis for a period of six months. This assignment may be extended upon mutual consent of the parties.

- i. Position Pay Plan, Occupational Series, and Grade (for current DoD employees):
- ii. Position Title:
- iii. Appointment Type (for current DoD employees):
- iv. Date of employment with the current organization (for private-sector employees):
- v. Salary:

7. POINTS OF CONTACT. The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOA.

a. GOVERNMENT ORGANIZATION POC:

- i. Name:
- ii. Email:
- iii. Phone:

b. HOST ORGANIZATION POC:

- i. Name:
- ii. Email:

c. PARTICIPANT:

- i. Name:
- ii. Email:
 - Personal:
 - Work:
- iii. Phone:

- Personal:
 - Work:
- d. The office of Human Capital Initiatives (HCI) of the Warfighting Acquisition University is the Acquisition and Sustainment community's PPTE program sponsor. Questions related to the program should be referred to the HCI Program Manager at PPTE@dau.edu or to the Army PPTE program manager at rachel.h.berry.civ@army.mil.

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

Host Organization	Deputy Assistant Secretary of the Army (Civilian Personnel)
Printed Name: _____	Printed Name: _____
Signature: _____	Signature: _____
Organization: _____	Organization: _____
Title: _____	Title: _____
Date: _____	Date: _____

Participant

Printed Name: _____

Signature: _____

Organization: _____

Title: _____

Date: _____