OFFICE OF THE DEPARTMENT OF DEFENSE
CHIEF INFORMATION OFFICE
CYBER AND INFORMATION TECHNOLOGY EXCHANGE PROGRAM

Implementation Guide
Office of DoD Chief Information Officer
Resources & Analysis Division
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1 CITEP Introduction

1.1 Overview
Section 1106 of the National Defense Authorization Act, fiscal year 2014, extended the Temporary Exchange of Information Technology Personnel, referred to as the Information Technology Exchange Program (ITEP). Section 1123 of the fiscal year 2017 NDAA amended Section 1106 by adding the term “Cyber and” before “Information”, therefore renaming to Cyber and Information Technology Exchange Program (CITEP). This statute authorizes the temporary detail of DoD and private sector employees who work in the field of cyber operations or information technology to participate in an exchange between the two sectors. CITEP provides a unique opportunity for DoD Components and private sector organizations to share best practices, gain a better understanding of cross-sector information technology operations and challenges, and partner to address these challenges. In addition, CITEP can be used to enhance the Information Technology (IT) and Cybersecurity (IT/Cybersecurity) competencies and technical skills of employees from the DoD civilian information technology workforce and their peers from the private sector. CITEP is not a 1-for-1 exchange of personnel. Instead, it is an opportunity for the exchange of knowledge, experience, and skills between the DoD and private sectors.

CITEP applies to the Office of the Secretary of Defense, the Military Departments, the Chairman of the Joint Chiefs of Staff, the Combatant Commands, the Office of Inspector General of the DoD, the Defense Agencies, the DoD Field Activities, and all other organizational entities within the DoD (herein referred to collectively as the “DoD Components”). Since this is a program with limited participation (50 allocated slots), DoD Components should not issue any additional implementation guidance. Rather, they should use the implementation guidance provided in this document.

1.2 Guide Highlights
The roles and responsibilities are provided to explain how CITEP will be implemented. Personnel requirements describe the type of employee eligible for CITEP and the associated documentation. Descriptions of required documents, such as the three-party agreement, as well as helpful website resources are also included.

1.3 Roles & Responsibilities
The Department of Defense Chief Information Officer (DoD CIO) is responsible for administering, coordinating, and implementing CITEP.

The DoD Components with independent appointing authority for themselves and their serviced organizations are authorized to participate in CITEP and implement the exchange detail in accordance with guidance outlined in this guide. Components with appointing authority can establish an exchange detail for DoD civilian cyber operations or information technology employees to the private sector and/or accept employees for a detail from private industry to their organizations.

The DoD CIO will coordinate implementation of CITEP with DoD Components via the designated Component CITEP Point of Contact (POC), (e.g., Component Information Technology Functional Community Managers.)

1.3.1 DoD CIO, Resources & Analysis Directorate
DoD CIO, Resources & Analysis Directorate shall:

1. Serve as the DoD Administrator for CITEP and provide implementing guidance to the DoD
Components.

2. Manage the allocation of participants in CITEP, in accordance with NDAA FY17 requirement, that no more than 50 employees may participate at any given time.

3. Assist Component CITEP POCs with the implementation of CITEP within their organization.

1.3.2 DoD Components
The designated Component CITEP POC shall:

1. Oversee and manage Component exchanges in CITEP.

2. Notify the DoD CITEP POC if interested in participating in CITEP to ensure one of the fifty slots is available.

3. Review, approve and submit, to the DoD CITEP POC, a three-party agreement that has been approved and coordinated internally with the participating offices, as well as the Human Resources and General Counsel’s Office of the relevant DoD Component. The required three-party agreement is an agreement among DoD, the private sector organization, and the employee concerned regarding the terms and conditions of the exchange.

4. Maintain records of all three-party agreements.

5. Provide to the DoD CITEP POC, not later than five days after the end of each fiscal year, all information required to meet annual reporting requirements, to include a description of the tasks performed by each exchange employee and an overview of the success of the exchange(s).

1.3.3 CITEP Supervisors
The Supervisor of the CITEP participant (employee) shall:

1. Evaluate the performance of the designated CITEP participant while detailed and notify the Component CITEP POC and the DoD CITEP POC if performance is unacceptable.

2. Provide required information to the Component CITEP POC and DoD CITEP POC about CITEP participants (upon request) to meet annual reporting requirements.

1.3.4 CITEP Participants
The CITEP participant (employee) shall:

1. Notify and obtain approval from his/her supervisor to participate in CITEP.

2. Provide information to complete the written three-party agreement and sign the agreement.

3. Maintain a high level of performance to carry out the detail.

1.4 Eligibility & Personnel Requirements

1.4.1 DoD Employees
CITEP is open to DoD civilian employees: GS-11 and above (or equivalent), who are working in the cyber operations or information technology field, and who are considered to be exceptional employees expected to assume increased cyber operations or information technology responsibilities in the future. Exceptional employee means performance meets or exceeds all standards established at the fully successful level or above and makes significant contributions towards achieving organizational goals. Participating organizations should target highly motivated, disciplined employees.
Cyberspace operations means the employment of cyberspace capabilities where the primary purpose is to achieve objectives in or through cyberspace.

Information technology means the planning, organizing, staffing, directing, integrating or controlling of information technology, including occupational specialty areas such as system administration, IT project management, network services, operating systems, software application, cybersecurity, enterprise architecture, policy and planning, internet/web services, customer support, data management and system analysis.

While detailed to a private sector organization, a DoD employee remains a federal employee without loss of employee rights and benefits.

1.4.2 Private Sector Employees
A private sector employee desiring to participate in CITEP must already be working in the cyber operations or information technology field; be equivalent to a GS-11 or above; be considered an exceptional employee, expected to assume increased information technology responsibilities in the future; and be currently employed by an organization interested in fulfilling the key CITEP element requirements previously discussed above. Exceptional employee means performance meets or exceeds all standards established at the fully successful level or above and makes significant contributions towards achieving the organizational goals. The employee must also be a U.S. citizen and may be required to hold a security clearance, depending on the nature of the detail. The sponsoring DoD Component is responsible for determining the appropriate level of clearance.

While detailed to DoD, a private sector employee is deemed to be an employee of the DoD for certain purposes (as cited in Appendix A) and is bound by applicable federal and DoD regulations regarding personal conduct, security requirements and ethical behavior. The private sector employee may not have access to any trade secrets or to any other non-public information which is of commercial value to the private sector organization from which such employee originates. The private sector employee may also continue to receive pay and benefits from the private sector organization.

1.4.3 Length of Detail
An assignment shall be for a period of not less than three months and not more than one year, and may be extended in three-month increments for a total of not more than one additional year by CITEP DoD Components POCs and private sector organizations. This extension may be granted in three-month increments not to exceed one year.

1.4.4 Continued Service Obligation
DoD employees are required to return to their employing Component upon completion of the detail for a time period equal to the length of the detail, plus any extensions. Private sector organizations will determine the continued service requirements for their employees who participate in CITEP.

1.4.5 Payment of Salary & Allowances
Typically, the lending organization has full responsibility for payment of all salary and allowances to their employees participating in CITEP. Both DoD and private sector employees participating in CITEP are entitled to all benefits afforded to similar employees of their respective lending organizations, including medical care, according to subscribed plans and Worker’s Compensation for injuries sustained in the line of duty.
1.4.6 Business Training & Travel Expenses
The receiving organization (recipient of the CITEP participant) may pay for any business training and travel expenses incurred by the employee while participating in CITEP. The employee shall provide vouchers and all supporting receipts to the receiving organization for review and approval.

1.4.7 Prohibition
A private sector organization may not charge the DoD or any agency of the federal government, as direct or indirect costs under a federal contract, for the costs of pay or benefits paid by that organization to an employee assigned to a DoD Component for the period of the detail.

1.4.8 Considerations
At least 20% of the CITEP participants must be from small businesses.

1.5 Required Documents & Reports
Before a CITEP detail begins, the private sector organization and employee must complete a written three-party agreement which describes the rights, responsibilities and other terms of the agreement. Additionally, DoD employees participating in CITEP must sign an addendum to the Three Party Agreement agreeing to specific terms and conditions.

Additionally, each participating Component CITEP POC must report annually to the DoD CITEP POC on all CITEP participants within their organization.

1.5.1 Three-Party Agreement
Mandatory items for inclusion in the written agreement include:

1. CITEP participant contact information
2. Contact information for DoD Component and private sector organization employees who are parties to the agreement
3. Detailed description, duration and justification for extensions
4. Name and title of supervisor while on CITEP detail and a description of the supervision exercised over the position
5. A continued service obligation clause
6. Employee performance clause
7. Re-entry rights
8. Procedures for termination of the agreement
9. Obligations and responsibilities of all parties to the agreement
10. Details of an assignment

Appendix C provides a sample, three-party agreement for DoD employees assigned to a private sector organization and private sector employees assigned to a DoD Component, which can be tailored for each specific detail.

1.5.2 Financial Disclosure Statement
In accordance with the Ethics in Government Act of 1978, private sector employees may be required to complete a financial disclosure statement prior to commencing their CITEP detail dependent on the duties and responsibilities of their detail position within DoD.
1.6 Website Resources
The Office of the DoD Chief Information Officer has established a website, http://dodcio.defense.gov/CITEP, which can be used to assist DoD Components in participating in CITEP. This website contains implementation guidance, sample documents and frequently asked questions to assist DoD Components.

2 Implementing CITEP
As the CITEP Administrator, the DoD CIO will assist the DoD Components with implementing CITEP exchanges within their organizations. If an organization is interested in participating in CITEP, they should:

2.1 DoD Employee to Private Sector Exchange Process Steps
1. Review/Validate the DoD employee’s qualifications and eligibility for CITEP Participation.
2. Obtain approval from the employee’s supervisor.
3. Contact osd.mc-alex.dod-cio.mbx.askcitep@mail.mil to review the opportunity with the DOD CIO CITEP Program Manager to confirm eligibility.
4. Partner with the respective Component’s CITEP POC to identify a private sector exchange opportunity that meets the exchange requirements.
5. Prepare a three-party agreement with the participating parties. The three-party agreement should include details on the assignment to be completed by the Component’s requesting supervisor. A detail must be at least three months and not more than one year, and may be extended in three-month increments up to one year.
6. Prior to the three-party agreement being signed by the participating parties, it must be reviewed and approved by the appropriate legal office for the DoD Component. The appropriate legal office and requirements may differ across Components.
7. The DoD CITEP POC must review the final three-party agreement before the CITEP detail begins.
8. Begin the CITEP detail.
9. If an extension is required, the Component CITEP POC must provide the DoD CITEP POC written justification for the extension and receive approval from the DoD CITEP POC. All parties must review and sign an addendum to the Three Party Agreement with the written justification before the extension can be implemented.

2.2 Private Sector Employee to DoD Exchange Process Steps
DoD components must consider minimum clearance requirements for exchange participants. Some qualified personnel with appropriate clearances may exist in the private sector. In order for CITEP to be successful the component must either be able to select a participant with an existing appropriate clearance, or provide for the granting of an interim clearance prior to final approval.

1. Identify a private sector employee with appropriate skills and experience OR develop a new CITEP opportunity that meets program requirements.
2. Contact osd.mc-alex.dod-cio.mbx.askcitep@mail.mil to review the opportunity with the CITEP Program Manager to confirm eligibility.
3. Partner with the Component’s CITEP POC to place the private sector employee or identify a private sector employee that meets the exchange requirements.
4. Obtain approval from private sector supervisor and organization.
5. Prepare a three-party agreement with the participating parties. The three-party agreement should include details on the assignment to be completed by the Component’s requesting supervisor. A detail must be at least three months and not more than one year, and may be extended in three-month increments up to one year.

6. Determine if private sector firm does business with the DoD.
   a. If Yes: Employee completes ethics briefing and financial disclosure process, PLUS additional reviews required by the DoD Office of the General Counsel.
   b. If No: Employee completes ethics briefing and financial disclosure process.

7. Prior to the three-party agreement being signed by the participating parties, it must be reviewed and approved by the appropriate legal office for the DoD Component. The appropriate legal office and requirements may differ across Components.

8. The DoD CIO CITEP POC must review the three-party agreement before the CITEP detail begins.


10. If an extension is required, the Component CITEP POC must provide the DoD CITEP POC written justification for the extension and receive approval from the DoD CITEP POC. All parties must review and sign an addendum to the Three Party Agreement with the written justification before the extension can be implemented.

SEC. 1110. PILOT PROGRAM FOR THE TEMPORARY EXCHANGE OF INFORMATION TECHNOLOGY PERSONNEL.
(a) ASSIGNMENT AUTHORITY.—The Secretary of Defense may, with the agreement of the private sector organization concerned, arrange for the temporary assignment of an employee to such private sector organization, or from such private sector organization to a Department of Defense organization under this section. An employee shall be eligible for such an assignment only if—
(1) the employee—
(A) works in the field of information technology management;
(B) is considered by the Secretary of Defense to be an exceptional employee;
(C) is expected to assume increased information technology management responsibilities in the future; and
(D) is compensated at not less than the GS–11 level (or the equivalent); and
(2) the proposed assignment meets applicable requirements of section 209(b) of the E-Government Act of 2002 (44 U.S.C. 3501 note).
(b) AGREEMENTS.—The Secretary of Defense shall provide for a written agreement among the Department of Defense, the private sector organization, and the employee concerned regarding the terms and conditions of the employee’s assignment under this section. The agreement—
(1) shall require that employees of the Department of Defense, upon completion of the assignment, will serve in the civil service for a period equal to the length of the assignment; and
(2) shall provide that if the employee of the Department of Defense or of the private sector organization (as the case may be) fails to carry out the agreement, such employee shall be liable to the United States for payment of all expenses of the assignment, unless that failure was for good and sufficient reason, as determined by the Secretary of Defense.

An amount for which an employee is liable under paragraph (2) shall be treated as a debt due the United States.

(c) TERMINATION.—An assignment under this section may, at any time and for any reason, be terminated by the Department of Defense or the private sector organization concerned.

(d) DURATION.—An assignment under this section shall be for a period of not less than 3 months and not more than 1 year, and may be extended in 3-month increments for a total of not
more than 1 additional year; however, no assignment under this section may commence after September 30, 2013.

(e) TERMS AND CONDITIONS FOR PRIVATE SECTOR EMPLOYEES.— An employee of a private sector organization who is assigned to a Department of Defense organization under this section—

(1) may continue to receive pay and benefits from the private sector organization from which such employee is assigned;

(2) is deemed to be an employee of the Department of Defense for the purposes of—

(A) chapter 73 of title 5, United States Code;

(B) sections 201, 203, 205, 207, 208, 209, 603, 606, 607, 643, 654, 1905, and 1913 of title 18, United States Code;

(C) sections 1343, 1344, and 1349(b) of title 31, United States Code;

(D) the Federal Tort Claims Act and any other Federal tort liability statute;

(E) the Ethics in Government Act of 1978;

(F) section 1043 of the Internal Revenue Code of 1986;

and

(G) section 27 of the Office of Federal Procurement Policy Act; and

(3) may not have access to any trade secrets or to any other nonpublic information which is of commercial value to the private sector organization from which such employee is assigned.

(f) PROHIBITION AGAINST CHARGING CERTAIN COSTS TO THE FEDERAL GOVERNMENT.—A private sector organization may not charge the Department of Defense 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 employee assigned to a Department of Defense organization under this section for the period of the assignment.

(g) CONSIDERATIONS.—In carrying out this section, the Secretary of Defense—

(1) shall ensure that, of the assignments made under this section each year, at least 20 percent are from small business concerns (as defined by section 3703(e)(2)(A) of title 5, United States Code); and

(2) shall take into consideration the question of how assignments under this section might best be used to help meet the needs of the Department of Defense with respect to the training of employees in information technology management.

(h) NUMERICAL LIMITATION.—In no event may more than 10 employees be participating in assignments under this section at any given time.

(i) REPORTING REQUIREMENT.—For each of fiscal years 2010
through 2015, the Secretary of Defense shall submit to the congressional defense committees, not later than 1 month after the end of the fiscal year involved, a report on any activities carried out under this section during such fiscal year, including information concerning—
(1) the respective organizations (as referred to in subsection (a)) to and from which any employee was assigned under this section;
(2) the positions those employees held while they were so assigned;
(3) a description of the tasks they performed while they were so assigned; and
(4) a discussion of any actions that might be taken to improve the effectiveness of the program under this section, including any proposed changes in law.

(j) REPEAL OF SUPERSEDED SECTION.—Section 1109 of the National Defense Authorization Act for Fiscal Year 2008 (Public Law 110-181; 122 Stat. 358) is repealed, except that—
(1) nothing in this subsection shall, in the case of any assignment commencing under such section 1109 on or before the date of the enactment of this Act, affect—
   (A) the duration of such assignment or the authority to extend such assignment in accordance with subsection (d) of such section 1109, as last in effect; or
   (B) the terms or conditions of the agreement governing such assignment, including with respect to any service obligation under subsection (b) thereof; and
(2) any employee whose assignment is allowed to continue by virtue of paragraph (1) shall be taken into account for purposes of—
   (A) the numerical limitation under subsection (h); and
   (B) the reporting requirement under subsection (i).
AUTHORITY

SEC. 1106. EXTENSION OF PROGRAM FOR EXCHANGE OF INFORMATION-
TECHNOLOGY PERSONNEL.
(a) IN GENERAL.-Section 1110(d) of the National Defense Authorization Act for Fiscal Year 2010 (5
U.S.C. 3702 note) is amended by striking "2013." and inserting "2018.".
(b) REPORTING REQUIREMENT.-Section 1110(i) of such Act is amended by striking "2015," and
inserting "2019,".
SEC. 1123. MODIFICATION TO INFORMATION TECHNOLOGY PERSONNEL EXCHANGE PROGRAM.

Section 1110 of the National Defense Authorization Act for Fiscal Year 2010 (Public Law 111–84; 5 U.S.C. 3702 note) is amended—

(1) in the section heading, by inserting “CYBER AND” before “INFORMATION”;

(2) in subsections (a)(1)(A), (a)(1)(C), and (g)(2), by inserting “cyber operations or” before “information”;

(3) in subsection (d), by striking “2018” and inserting “2022”;

(4) in subsection (g)(1), by inserting “to or” before “from”;

and

(5) in subsection (h), by striking “10” and inserting “50”.

Appendix D: Sample Three Party Agreement

Three-Party Agreement

CYBER INFORMATION TECHNOLOGY EXCHANGE PROGRAM (CITEP)
AGREEMENT

Department of Defense
Chief Information Officer (DoD CIO)

AND
COMPANY: e.g., Microsoft Corporation

AND
NAME:
SERVICE:
PHONE:

DoD Component Name/Address:

Private Sector Organization Name/Address:

Name and Title of DoD Component Authorized Approving Official:
e-mail:
Phone:

Name and Title of Private Sector Authorized Approving Official:
e-mail:
Phone:

Detailed position:

Overview of the Organization:

Duties to be performed:

Name and title of supervisor while on CITEP detail:

Length of detail:
From: DD/MM/YYYY
To: DD/MM/YYYY

Terms and conditions:
Payment of Salary and Allowances:
1. The lending organization has full responsibility for payment of all salary and allowances to their employees participating in CITEP.
2. Both DoD and private sector employees participating in CITEP are entitled to all benefits afforded to similar employees of their respective lending organizations, including medical care, according to subscribed plans and Worker's Compensation for injuries sustained in the line of duty.

Business Training and Travel Expenses:
1. The receiving organization (recipient of the CITEP participant) may pay for any business training and travel expenses incurred by the employee while participating in CITEP.
2. The employee shall provide vouchers and all supporting receipts to the receiving organization for review and approval.

Travel to the assignment:
1. The lending organization is responsible for travel cost incurred to the receiving organization, if outside of local area.

Private Sector employees only:
1. Any party to this agreement, may, at any time and for any reason terminate the agreement with notice to the other parties;
2. All private sector employees shall return to their employer of record (lending organization);
3. If a private sector employee fails to carry out the agreement, such employee shall be liable to the United States for payment of all expenses of the assignment, unless that failure was for good and sufficient reason, as determined by the Secretary of Defense;
4. May continue to receive traditional pay and benefits from the private sector organization from which such employee is assigned, so long as they do not constitute illegal supplementation of salary under 18 U.S.C. § 209, an illegal gratuity pursuant to 18 U.S.C § 201, or otherwise violate applicable law;
5. Is deemed to be an employee of the DoD for the purposes of—
   (A) chapter 73 of title 5, United States Code;
   (B) sections 201, 203, 205, 207, 208, 209, 603, 606, 607, 643, 654, 1905, and 1913 of title 18, United States Code;
   (C) sections 1343, 1344, and 1349(b) of title 31, United States Code;
   (D) the Federal Tort Claims Act and any other Federal Tort liability statute;
   (E) the Ethics in Government Act of 1978;
   (F) section 1043 of the Internal Revenue Code of 1986; and
   (G) section 27 of the Office of Federal Procurement Policy Act.
6. Pursuant to 5(E) above, must comply the criminal conflict of interest statutes, the Government-wide Standards of Conduct regulations, the DoD supplemental ethics requirements, and the requirements detailed in DoD 5500.7-R, the Joint Ethics Regulation, as well as comply with all ethics program requirements, including:
   (A) completing initial ethics orientation immediately upon arrival, to include discussion of the likely post-government employment restrictions which will apply upon termination of the detail;
   (B) completing financial disclosure documentation;
   (C) completing a disqualification statement recusing the employee from any official duties which will financially impact the private sector organization from which such employee is assigned;
   (D) completing annual ethics training; and
   (E) obtaining and/or seeking post-government employment advice at the end of the detail;
7. May not have access to (or disclose to his lending organization) trade secrets or to any other nonpublic information which is of commercial value to the private sector organization from which such employee is assigned;
8. May not charge the DoD 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 employee assigned to a DoD organization under this section for the period of the assignment;
9. Does not have any right or expectation for DoD employment solely on the basis of his or her assignment;
10. Private sector employees must also be U.S. citizens and may be required to obtain and retain a security clearance, depending on the nature of the detail. The sponsoring DoD Component is responsible for determining the appropriate level of clearance.

DoD Employee only
1. Any party to this agreement, may, at any time and for any reason terminate the agreement with notice to the other parties;
2. All DoD employees shall return to their employer of record;
3. If a DoD employee fails to carry out the agreement, such employee shall be liable to the United States for payment of all expenses of the assignment, unless that failure was for good and sufficient reason, as determined by the Secretary of Defense;
4. All DoD employees shall retain employee rights and benefits associated with his/her status, e.g., leave accrual; promotion consideration; retirement benefits; health, life and long-term care insurance benefits; and pay increases;
5. All DoD employees shall retain coverage for purposes of the Federal Tort Claims Act and any other Federal tort liability statute;
6. All DoD employees must adhere to the Ethics and Government Act of 1978 while on detail;
7. All DoD employees are subject to any action that may impact the employee’s position while he/she is assigned; and
8. All DoD employees must, upon completion of the CITEP detail, serve in the civil service for a period equal to the length of the assignment period (i.e., original assignment plus all extensions) with the DoD Component.
9. All DoD employees will treat materials or information of the receiving organization marked as "Confidential" as trade secrets of the receiving organization and protect such trade secrets from public disclosure in accordance with the Trade Secrets Act, 18 U.S.C. 1905.

I have read and understand the above statement and agree to abide by the defined terms and conditions while participating in CITEP.

__________________________________________  ________________________________
Signature                                      Date
EMPLOYEE

Details of Assignment:

**CITEP Pilot Detail Goals and Objectives (Component Complete):**

**Description of Duties/Project/Work (Private Sector Complete):**

**Required Level of Security Clearance for Duties Prescribed (Private Sector Complete):**

**Desired Skills/Competencies (Private Sector Complete):**

**Benefits of the CITEP Pilot Detail (Component Complete):**
Reviewed and Approved:

Signature  
Date  

LEGAL REVIEWER
DOD COMPONENT OFFICE of GENERAL COUNSEL

Reviewed:

Signature  
Date  

DoD CITEP POC
OFFICE OF THE DOD CIO

*PRIVACY STATEMENT*: The information contained in this three-party agreement will be used to document the CITEP pilot detail to or from DoD Component and private sector organization. This information may also be used to address reporting requirements to congressional committees.