

MEMORANDUM OF UNDERSTANDING
Between
Defense Security Service (DSS)
and

For the
Partnership With Industry Program

This agreement sets forth the terms under which the parties will participate in the “Partnership with Industry” (PWI) program as described in the MOU.

1. PARTIES TO THE AGREEMENT: Defense Security Service (DSS) and _____ (contractor short name).

2. AUTHORITY: Title 5 United States Code, Sections 4103 through 4105

3. DESCRIPTION and GOALS OF PROGRAM: “Partnership with Industry” (hereinafter “program”) is a reciprocal awareness program designed to increase the levels of awareness of DSS employees with the issues faced by cleared contractors, and to provide an opportunity for cleared contractor personnel to work closely with DSS employees. The program is intended to promote skills development, but is also useful to facilitate discussions and resolutions of real-life industrial security issues.

- As part of this program, DSS employees will be assigned to spend duty days on-site at contractor facilities for a period not to exceed one week to observe contractor operations and interact with contractor personnel. DSS employees chosen for participation in this program will be entry-level DSS employees with 6 – 12 months of service with DSS.
- Additionally, industry representatives will be assigned to spend days on-site at DSS office(s) for a period not to exceed two week to observe DSS operations and interact with DSS personnel. During the visitation period at DSS office(s), contractor employees participating in the program will not have access to non-public information about contractors or contractor employees, and the contractor personnel will not be involved in developing government policies.

A. DSS Benefits: This program will provide professional development opportunities for DSS personnel. DSS personnel will gain valuable insight into the day-to-day activities of a Facility Security Officer (FSO) and Information System Security

Manager (ISSM), and observe how security practices are integrated into the company's processes. This program will provide opportunities for DSS employees to gain a perspective and exposure to contractor business operations and a variety of information systems. This exposure will assist the DSS Industrial Security Representative (ISR) and/or Information Systems Security Professionals (ISSP) in gaining a deeper understanding of how contractors operate and of the challenges that contractors face in complying with their National Industrial Security Program (NISP) obligations.

B. Contractor Benefits: This program will provide an excellent opportunity for contractor personnel to understand the perspective of DSS employees charged with industrial security oversight and to gain a deeper understanding of how DSS operates, the challenges that DSS faces in directing the NISP, and the processes DSS follows to make decisions. It will also provide contractor personnel with the opportunity to share information about their operations with DSS employees and for DSS employees to share their perspective with contractor employees.

4. Commitments of the Parties

A. DSS will:

1. Provide [contractor] with an orientation curriculum developed by the DSS Academy, which will provide consistent information regarding the outlines of this program for participants.

2. Assign only DSS personnel who meet basic personnel security clearance requirements to participate in the program. DSS will provide [contractor] with the names and clearance information of the DSS personnel selected to participate in the program. DSS will ensure that DSS employees participating in the program execute any non-disclosure agreements required by [contractor], provided that the non-disclosure agreements do not adversely affect the ability of the DSS employees to perform their DSS duties.

3. Refrain, for a period of no less than 12 months following the end of the assignment, from assigning any DSS employee who participated in this program at [contractor's] facility to duties that include inspecting or accrediting security processes or IT systems at that same [contractor] facility.

4. Provide ethics and standards of conduct briefings to employees participating in the program.

5. Arrange for meetings and discussions between contractor personnel and DSS personnel, as feasible and necessary to fulfill the goals of the program.

6. Provide participating contractor employees with workspace and telephones to use during breaks and to respond to urgent work or emergency personal situations.

B. [Contractor] will:

1. Allow DSS employees assigned to the program at [contractor's] facility access to [contractor] facilities and personnel as feasible and necessary to fulfill the goals and curriculum of this program.

2. Provide participating DSS employees with workspace and telephone to use during breaks and to respond to urgent work or emergency personal situations.

3. Refrain from directly soliciting any DSS employees participating in the program to work for [contractor] for a period of no less than 12 months from the last date that the employee participated in the program at the [contractor] facility.

4. Ensure that [contractor] employees assigned to the program execute any non-disclosure agreements required by DSS, provided that the non-disclosure agreements do not adversely affect the ability of the industry employees to perform their duties.

5. General Terms

A. Either DSS or [contractor] may, at any time, discontinue an individual's participation in the program for good cause.

B. DSS and [contractor] will each bear their own costs related to participation in the program.

C. This MOU is not a contract between the U.S. Government and [contractor], and this MOU does not authorize the transfer of any funds between the parties.

D. For purposes of worker's compensation and other benefits, DSS employees will be in official duty status while participating in this program at [contractor's] facility. [Contractor] personnel will not have any status, rights or benefits as employees or agents of the U.S. Government while they are participating in this program.

E. Either party may terminate their participation in the program at any time by providing notice of termination to the other party.

(The following individuals certify they are authorized to execute this agreement on behalf of the Commercial or Industrial Firm and the Defense Security Service respectively).

(Signature of Commercial or
Industry Representative)
Date:

Defense Security Service
Representative
Date: