DEPARTMENT OF THE NAVY
OFFICE OF THE SECRETARY
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WASHINGTON DC 20350·1000

SECNAVINST 1320.1A
ASN (M&RA)
15 May 2019

SECNAV INSTRUCTION 1320.1A

From: Secretary of the Navy

Subj: SECRETARY OF THE NAVY TOURS WITH INDUSTRY PROGRAM

Ref: (a) DoD Instruction 1322.06 of 12 October 2016
(b) 10 U.S.C. §2013
(c) 10 U.S.C. §8013
(d) 18 U.S.C. §§201-209
(e) 5 CFR 2635
(f) DoD 5500.07-R, Joint Ethics Regulation (JER) of 17 November 2011
(g) DoD Directive 1344.10 of 19 February 2008
(h) DoD Instruction 1334.1 of 26 October 2005
(i) SECNAV M-5214.1
(j) SECNAVINST 5200.35F

Encl: (1) Responsibilities
(2) Procedures
(3) Secretary of the Navy Tours with Industry Sample Program Agreement

1. Purpose. To establish policy and assign responsibilities for the Secretary of the Navy Tours with Industry (SNTWI) Program in accordance with references (a) through (h).

2. Cancellation. SECNAVINST 1320.1.

3. Applicability. This instruction applies to all officers and enlisted members on active duty, whether in the Regular Component or the Reserve Components of the Navy and Marine Corps.

4. Policy. It is Department of the Navy (DON) policy that the Navy and Marine Corps will establish SNTWI Programs to familiarize a cadre of Service members with business planning, organization, management techniques, innovations, and best practices. This knowledge will enable the DON to effectively meet future challenges. Enclosure (1) defines SNTWI Program responsibilities and enclosure (2) defines SNTWI Program

procedures. A sample letterhead SNTWI Program Agreement is located in enclosure (3).

5. Responsibilities. See enclosure (1).

6. Records Management

a. Records created as a result of this instruction, regardless of format or media, must be maintained and dispositioned according to the records disposition schedules found on the Directives and Records Management Division (DRMD) portal page: https://portal.secnav.navy.mil/orgs/DUSNM/DONAA/DRM/SitePages/Home.aspx

b. For questions concerning the management of records related to this instruction or the records disposition schedules, please contact your local Records Manager or the DRMD program office.

7. Reports. The reporting requirements contained in enclosure (1), paragraphs 3 and 4 are exempt from information collection control by reference (i), Part IV, paragraph 7n.

GREGORY J.SLAVONIC
Assistant Secretary of the Navy
(Manpower and Reserve Affairs)

Distribution:
Electronic only, via DON Issuances website
https://www.secnav.navy.mil/doni/.

RESPONSIBILITIES

1. General Counsel of the DON shall:

a. Approve ethics training as developed by the designated DON Ethics Counselors for the SNTWI participants;

b. Review all proposed Memoranda of Agreement (MOAs) between Navy and Marine Corps and approved sponsoring organizations; and

c. Review all proposed Program Agreements among Navy and Marine Corps, SNTWI Program participants, and approved sponsoring organizations.

2. Director, Office of Chief Management Officer (OCMO) shall:

a. Coordinate with Navy and Marine Corps SNTWI Programs to provide alignment with business innovation programs managed by OCMO; and

b. Review the written reports of participants for applicability to other business innovation programs.

3. Assistant Secretary of the Navy (Manpower & Reserve Affairs) (ASN (M&RA)) will:

a. Maintain oversight of Navy and Marine Corps SNTWI Programs to ensure overall compliance with DON intent. ASN (M&RA) will designate a DON SNTWI Director (DOND-SNTWI) to function as the single point of contact and liaison for all matters concerning oversight of the SNTWI program. Additionally, the DOND-SNTWI will actively coordinate with the Navy and Marine Corps SNTWI directors to monitor and facilitate the sustainment of the Service programs.

b. Conduct an annual review of Navy and Marine Corps programs to ensure compliance with this issuance and report results to the Under Secretary of the Navy no later than 15 February, one full year after this instruction is signed, and each ensuing year thereafter. The Under Secretary of the Navy will forward the results of the review to the Under Secretary of Defense (Personnel and Readiness), pursuant to reference (a).

4. Chief of Naval Operations (CNO) and Commandant of the Marine

Corps (CMC) shall:

a. Ensure monitoring and sustainment of the Service SNTWI Programs in accordance with this instruction;

b. Develop and implement an approval process for SNTWI sponsoring organizations and participants;

c. Ensure training is conducted for SNTWI participants in accordance with enclosure (2);

d. The sponsoring Naval Command and the SNTWI-sponsoring organization will coordinate to prepare and execute an appropriate MOA. The respective MOAs will include a provision that will contain any waivers of liability that the parties agree on based on the nature of the work performed by the sponsored Service member. DON General Counsel will review MOAs and ensure that the particular details of any agreed-upon liability provisions are addressed in the implementing instruction(s);

e. Nominate SNTWI participants to brief DON leadership upon completion of their SNTWI;

f. Assign SNTWI participants to follow-on utilization tours. In cases where personnel are not immediately assigned to utilization tours, administratively track these personnel for future utilization;

g. Designate and identify a single point of contact, DOND-SNTWI, to function as the liaison for all matters concerning the SNTWI, to include development and completion of SNTWI Program Agreements (sample provided at enclosure (3)). Program Agreements must be reviewed by General Counsel of the DON;

h. Ensure a process is established whereby DOND-SNTWIs maintain contact with SNTWI participants to periodically review duties and ensure compliance with this instruction;

i. Authorize exception for any SNTWI that exceeds 12 months in length. This authority cannot be delegated below the Chief of Naval Personnel (CNP) or the Deputy Commandant for Manpower & Reserve Affairs (DC, M&RA);

j. Establish a report that includes names of participants,

sponsoring organizations, anticipated termination dates of tours, details of tours to date, and sponsoring organizations' assessments of participants. Report results to ASN (M&RA) no later than 15 January, annually; and

k. In accordance with reference (j), the establishment and use of internal controls and accounting procedures are mandated to ensure: effectiveness and efficiency of operations; reliability of financial reporting; and compliance with applicable laws and regulations. Additionally, as part of the annual Manager's Internal Control Program report, the CNO/CMC will provide ASN (M&RA) with copies of the sections of Service reports that are relevant to the SNTWI Program. The reports will include summary descriptions of internal controls used, their sufficiency, and any identified weaknesses or deficiencies.

PROCEDURES

1. Program Overview

a. The DON will be better prepared to meet future challenges if Navy and Marine Corps personnel are familiar with industry innovation and transformation to assist DON senior leaders. This program is intended to build a cadre of personnel better poised to understand not only the naval profession, but also the nature of strategic problems facing the DON and solutions garnered from high-performing organizations outside DON. Specifically, the SNTWI Program will develop military leaders who:

(1) Appreciate how long range planning, organizational and management innovation, and emerging technologies may influence the operation and culture of the DON in the future;

(2) Are able to conceive, design, and implement operational and organizational modernization options; and

(3) Motivate and lead the DON toward innovative responses to technological change, and challenge others to address these matters, thereby improving operational and organizational processes throughout the DON.

b. SNTWI Programs will not duplicate existing training, education, or fellowship programs in the DON and will not be used to produce acquisition specialists or technologists. SNTWI Programs will be coordinated with other innovation programs to ensure programs are complementary and mutually supporting, when appropriate.

2. Sponsoring Organizations. SNTWI Programs will select sponsoring organizations that are leading in business affairs and have reputations for insightful long range planning, organizational innovation, and adaptation. The selection of sponsoring organizations will place special emphasis on organizations that:

a. Leverage strategies such as successful management and

exploitation of emerging technologies, and demonstrate flexibility in reshaping their organizational structures and methods of operation to remain competitive; and

b. Are characterized by a strong strategic planning capability, innovation, and organizational agility in response to economic, social, and technological trends in American society and business.

3. SNTWI Duration. Each SNTWI will normally be 11 months, but no longer than 12 months. On a case-by-case basis, the CNP or DC, M&RA may authorize exceptions for SNTWI Programs that extend beyond 12 months.

4. Personnel Requirements

a. The SNTWI Program is voluntary and pertains to officers and enlisted personnel serving in the Regular Component or FTS/AR category of the Reserve Components of the Navy and Marine Corps, with a minimum of 5 years of service. Officers must be paygrade O-3 or above. Enlisted personnel must be paygrade E-6 or above. All Warrant Officers, regardless of paygrade, are eligible to participate. SNTWI participants must have distinguished themselves by their performance in their fields and have high potential for future leadership positions.

b. An Officer participating in the program must execute a written agreement to remain on active duty following the SNTWI for three months for each month spent in the SNTWI Program. Enlisted personnel must re-enlist or extend their current enlistments such that, following the SNTWI, they will have at least three months remaining on active duty for each month spent in the SNTWI Program. This commitment is in addition to, and will be served concurrently with, any and all remaining or future active duty obligations. All applicants must have time to complete obligated service prior to 20-year retirement eligibility.

c. Prior to participation in the SNTWI Program, each participant will enter into a Program Agreement with the Service and SNTWI sponsoring organization that constitutes a written record of obligations and responsibilities. This Program Agreement will acknowledge governing policies, length of tour, nature of the training assignment, Active Duty status, non-

disclosure requirements, sponsoring organization's requirements to support the participant, and address whether the participant will communicate with the United States Government on behalf of the sponsoring organization. As stated in paragraph 4.d. of enclosure (1), agreements will contain an agreed-upon provision that, in consideration for the participation and contributions of the SNTWI participant, the company agrees to release, indemnify, and hold harmless the Service and/or its officers, agents, or employees from any and all claims, demands, suits, etc. which may be brought against the Service as a result of participation in the SNTWI Program. Program Agreements will follow the general format of enclosure (3) and be reviewed by DON's General Counsel.

5. Training. Service members selected for the SNTWI Program will receive training and orientation prior to reporting to their sponsoring organizations. This training will:

a. Prepare the member to operate in and contribute to a civilian organization; and

b. Include a DON Ethics Counselor-led brief regarding restrictions on standards of conduct issues likely to arise in conjunction with participation in the member's SNTWI. This training will be conducted by a designated Ethics Counselor and will include instructing the SNTWI participant in responsibilities under references (d) through (h). This training is mandatory for participation in the SNTWI program.

6. Security Clearances. Security clearances may be required for participation in the SNTWI process. SNTWI participants may not participate in discussions that require access to classified information without the proper security clearance. SNTWI participants will coordinate with the SNTWI program director before participating in any discussions or activities that require access to classified information, and will resolve any security clearance eligibility and access issues prior to accessing classified information that exceed their security clearance or may otherwise conflict with DON security policies.

7. Travel. SNTWI participants are authorized to participate in company-funded training opportunities. All travel for SNTWI participants required by the assigned company must be funded by the assigned company. SNTWI will not fund travel with the

exception of SNTWI Orientation and mid-tour. Funding for SNTWI participant engagement opportunities to discuss the program post tour will be considered on a case-by-case basis. Following any travel, SNTWI participants must submit a trip report to the SNTWI program director.

8. Feedback of SNTWI Experience. Observations and feedback are essential to the DON achieving maximum benefit from this program.

a. SNTWI participants will periodically submit written reports documenting their experiences and observations. These reports will be maintained in the SNTWI Information Sharing Environment and shared with other DON organizations.

b. At the conclusion of a SNTWI, the participant will brief appropriate Service leaders. Some participants will be selected to brief DON leadership, which may include the Secretary of the Navy and Under Secretary of the Navy.

9. Follow-on Utilization. Upon completion of SNTWI, the skills developed in the program will be annotated in the participant's personnel record. Personnel will normally be assigned to follow-on utilization tours immediately following SNTWI. Those who are not immediately assigned to utilization tours will be tracked for assignments at a later time.

SECRETARY OF THE NAVY TOURS WITH INDUSTRY
SAMPLE PROGRAM AGREEMENT

[OFFICE LETTERHEAD]

This agreement constitutes the written record of obligations and responsibilities of the parties to a training assignment.

Authority:
This assignment is established pursuant to the following authorities-
1. 10 U.S.C.
2. DoD Instruction 1322.06 of 12 October 2016
3. SECNAVINST 1320.1A

Participating Service Member:
Lieutenant Commander Randall Jones, USN

Parties to the Agreement:
United States Navy and HCC Electric Company (HCC Electric).

Nature of the Training Assignment:
LCDR Jones was nominated by the Chief of Naval Operations to participate in the Secretary of the Navy Tours with Industry (SNTWI) Program for a period of time not to exceed one year.

LCDR Jones' assignment is to the Information Technologies Organization in Omaha, Nebraska. He will participate in an assessment of the key processes which support the core business user departments, including interviewing key customers of the Operating Department, analyzing their needs, and developing recommendations for the service requirements to meet those needs. He will interface with both key IT and business unit senior and mid-level management, attend internal staff meetings, and perform other tasks to be determined. Working under broad guidelines established by the Information Technologies Senior Vice President and the direct guidance of Mr. Patrick Head, Assistant Vice President, Telecommunications, LCDR Jones will spend approximately 11 months beginning in August 2014 at the HCC Electric facilities in Omaha, Nebraska, with travel to other sites at the discretion of HCC Electric.

Travel to the Washington, DC area and other locations at the direction of the Department of the Navy SNTWI Director (DOND-

SAMPLE

SNTWI) may be required. Initial travel to and ultimate travel from Omaha, Nebraska as well as travel at the direction of DOND-SNTWI will be at Service expense.

LCDR Jones will not be required to communicate with the United States Government on behalf of the sponsoring organization except for matters related directly to the implementation and interpretation of this SNTWI agreement. Should any other communications be required, they must be authorized in advance by written amendment to this SNTWI agreement.

Status of Trainee during Assignment:
Throughout this training assignment, LCDR Jones remains a full-time military officer of the Armed Forces of the United States. Pay, benefits (to include health care), duties, and restrictions of military service including the Standards of Ethical Conduct for Employees of the Executive Branch, 5 C.F.R. Part 2635, the Joint Ethics Regulation, DoD 5500.07-R, 18 U.S.C. §§ 201-209, DoD Directive 1344.10, DoD Instruction 1334.01, and all other applicable statutes (to include the Uniform Code of Military Justice) and DoD and Service regulations apply.

Hold Harmless Agreement: [insert negotiated hold harmless agreement here, as applicable]

Nonpublic and Proprietary Information:
LCDR Jones agrees to sign a non-disclosure agreement relating to HCC Electric proprietary information and the proprietary information of its clients, which HCC Electric may disclose to him pursuant to this SNTWI assignment. Such agreement is subject to the review of the DOND-SNTWI and a DON Ethics Counselor prior to SNTWI execution by LCDR Jones. Similarly, LCDR Jones is prohibited from sharing Navy information determined to be Classified, Sensitive, or Controlled Unclassified Information (CUI) including For Official Use Only (FOUO), and may not allow the improper use of nonpublic information to further his own private interest or that of another.

Trainee Support:
HCC Electric will treat LCDR Jones in the same manner it does its own employees in comparable positions and status. Specifically, LCDR Jones may be provided the same privileges incident to training, in the same manner as it does for its own

SAMPLE

employees of comparable position and status, including, but not limited to, refreshments, meals, travel, and any other thing of value consistent with applicable law, regulation and policy. Should HCC Electric send LCDR Jones temporarily from Omaha, Nebraska to another location in the course of the SNTWI assignment, HCC Electric will provide for travel expenses in the same manner as it does for its own employees of comparable position and status. HCC Electric has the sole discretion to determine if such travel is necessary.

The Department of the Navy or HCC Electric reserves the right to terminate this agreement at any time, for any reason, by serving notice on the other 30 days in advance of such termination.

//SIGNED//_____ _DD MMM YYYY_
LCDR Randall Jones Date
SNTWI Participant

//SIGNED//_____ _DD MMM YYYY_
Alice Smith Date
D-SNTWI
Authorizing Officer

//SIGNED//_____ _DD MMM YYYY__
HCC Electric Authorizing Officer Date

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