

Statutory Notes and Related Subsidiaries

DEFINITIONS

For definitions of “intelligence community” and “congressional intelligence committees”, referred to in text, see section 2 of div. N of Pub. L. 115-31, set out as a note under section 3003 of this title.

§ 3333. Joint facilities certification**(a) Findings**

Congress finds the following:

(1) The Director of National Intelligence set a strategic goal to use joint facilities as a means to save costs by consolidating administrative and support functions across multiple elements of the intelligence community.

(2) The use of joint facilities provides more opportunities for operational collaboration and information sharing among elements of the intelligence community.

(b) Certification

Before an element of the intelligence community purchases, leases, or constructs a new facility that is 20,000 square feet or larger, the head of that element of the intelligence community shall submit to the Director of National Intelligence—

(1) a written certification that, to the best of the knowledge of the head of such element, all prospective joint facilities in the vicinity have been considered and the element is unable to identify a joint facility that meets the operational requirements of such element; and

(2) a written statement listing the reasons for not participating in the prospective joint facilities considered by the element.

(Pub. L. 115-31, div. N, title VI, § 604, May 5, 2017, 131 Stat. 830.)

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§ 3334. Intelligence community public-private talent exchange**(a) Policies, processes, and procedures required**

Not later than 270 days after December 20, 2019, the Director of National Intelligence shall develop policies, processes, and procedures to facilitate the rotation of personnel of the intelligence community to the private sector, and personnel from the private sector to the intelligence community.

(b) Detail authority

Under policies developed by the Director pursuant to subsection (a), pursuant to a written agreement with a private-sector organization, and with the consent of the employee, a head of an element of the intelligence community may arrange for the temporary detail of an employee of such element to such private-sector organization, or from such private-sector organization to such element under this section.

(c) Agreements**(1) In general**

A head of an element of the intelligence community exercising the authority of the

head under subsection (a) shall provide for a written agreement among the element of the intelligence community, the private-sector organization, and the employee concerned regarding the terms and conditions of the employee’s detail under this section. The agreement—

(A) shall require that the employee of the element, upon completion of the detail, serve in the element, or elsewhere in the civil service if approved by the head of the element, for a period that is at least equal to the length of the detail;

(B) shall provide that if the employee of the element fails to carry out the agreement, such employee shall be liable to the United States for payment of all nonsalary and benefit expenses of the detail, unless that failure was for good and sufficient reason, as determined by the head of the element;

(C) shall contain language informing such employee of the prohibition on sharing, using, or otherwise improperly handling classified or unclassified nonpublic information for the benefit or advantage of the private-sector organization;

(D) shall contain language governing the handling of classified information by such employee during the detail; and

(E) shall contain language requiring the employee to acknowledge the obligations of the employee under section 1905 of title 18.

(2) Amount of liability

An amount for which an employee is liable under paragraph (1) shall be treated as a debt due the United States.

(3) Waiver

The head of an element of the intelligence community may waive, in whole or in part, collection of a debt described in paragraph (2) based on a determination that the collection would be against equity and good conscience and not in the best interests of the United States, after taking into account any indication of fraud, misrepresentation, fault, or lack of good faith on the part of the employee.

(d) Termination

A detail under this section may, at any time and for any reason, be terminated by the head of the element of the intelligence community concerned or the private-sector organization concerned.

(e) Duration**(1) In general**

A detail under this section shall be for a period of not less than 3 months and not more than 2 years, renewable up to a total of 3 years.

(2) Longer periods

A detail under this section may be for a period in excess of 2 years, but not more than 3 years, if the head of the element making the detail determines that such detail is necessary to meet critical mission or program requirements.

(3) Limitation

No employee of an element of the intelligence community may be detailed under this