

AGREEMENT TO SERVE AND DEGREE REQUIREMENTS FOR ALL MIDSHIPMEN WHO ARE CITIZENS OR NATIONALS OF THE UNITED STATES

Privacy Act Statement

AUTHORITY: The authority to request this information is contained in 5 U.S.C. § 301, Authorizing Forms and Regulations; 10 U.S.C. § 2005, Advanced Education Assistance: Active Duty Agreement; Reimbursement Requirements; 10 U.S.C. § 8459, Midshipmen: Agreement for Length of Service; and SORN [N01531-1](#), USNA Applicants, Candidates, and Midshipmen Records.

PURPOSE(S): The primary use of this information is by officials to determine eligibility for enrollment at the United States Naval Academy and to record the candidate's awareness of his/her rights to benefits and understanding of his/her military service and reimbursement obligations.

ROUTINE USE(S): In addition to those disclosures generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act and the routine uses set forth in 32 CFR § 701.112, these records or information contained therein may be disclosed outside the Department of Defense to officials and employees of the Veteran's Administration and the Selective Service Administration in the performance of their official duties related to enlistment and reenlistment eligibility and related benefits.

DISCLOSURE: Disclosure is voluntary. However, failure to provide the requested information may result in disqualification for enrollment at the United States Naval Academy.

1. Obligations incurred

a. Per title 10, U.S. Code, section 8459(a), I hereby agree:

(1) That I will complete the course of instruction at the United States Naval Academy (which includes, but is not limited to, satisfactorily achieving the required standards of performance in Academics, Conduct, Honor, Military Performance (aptitude), and all degree requirements in paragraph 5);

(2) That upon graduation from the United States Naval Academy, I will accept an appointment, if tendered, as a commissioned officer of the Regular Navy, the Regular Marine Corps, or the Regular Air Force, will serve on active duty for at least five years immediately after such appointment;

(3) That if the appointment in paragraph 1a(2) is not tendered, or if I am permitted to resign as a Regular officer before completing my commissioned service obligation of eight (8) years, I will accept an appointment as a commissioned officer in the Navy Reserve, the Marine Corps Reserve, or Air Force Reserve, and will remain in that Reserve component until the completion of my commissioned service obligation;

(4) That upon accepting an appointment as a commissioned officer in the Navy Reserve as described in paragraph 1a(3), I will affiliate with the Selected Reserve (SELRES) or the Individual Ready Reserve (IRR) or some combination of the two, based on the needs of the Navy; and will be assigned to the SELRES until the completion of six (6) years of my commissioned service obligation, after which I will serve in the IRR until the completion of my eight-year commissioned service obligation unless I desire continued service in the SELRES, based on the needs of the Navy.

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(5) That if an appointment described in paragraph 1a(2) or 1a(3) is tendered and I participate in the Health Professions Scholarship and Financial Assistance Program for Active Service under title 10, U.S. Code, section 2121, I will fulfill any unserved obligation incurred under title 10, U.S. Code, section 8459 on active duty, regardless of the type of appointment held, upon completion of, and in addition to, any service obligation incurred under title 10, U.S. Code, section 2123, for participation in such program; and

(6) That I will not seek release from my commissioned service obligation or seek or accept approval for off-duty employment while completing my commissioned service obligation to obtain employment as a professional athlete until I complete at least two consecutive years of commissioned service, and I understand that the Reserve appointment alternative in paragraph 1a(3) will not be used to allow me to obtain employment as a professional athlete until completion of at least two consecutive years of commissioned service.

b. Per title 10, U.S. Code, section 8459(b), if I breach the agreement made in paragraph 1a, then the Secretary of the Navy may transfer me to the Navy Reserve or the Marine Corps Reserve in an appropriate enlisted grade or rating, and order me to active duty for a period of time not to exceed four (4) years, without regard to the period of service prescribed by title 10, U.S. Code, section 651(a). The Secretary of the Navy has prescribed regulations governing the standards for determining what constitutes a breach of the agreement under paragraph 1a and procedures for determining if such a breach has occurred. These regulations are subject to change without advance notice during the course of my attendance at the United States Naval Academy.

c. If I breach the agreement in paragraph 1a or do not fulfill the terms of the obligation in paragraph 1b, then the Secretary of the Navy may order me to reimburse the Government of the United States for the cost of educational benefits received at the United States Naval Academy in accordance with title 10, U.S. Code, sections 2005 and 8459, and title 37, U.S. Code, section 303a.

d. I understand that the obligations incurred under paragraph 1a are subject to change by Act of Congress during the course of my attendance at the United States Naval Academy.

2. For Midshipmen Who Enter the United States Naval Academy Directly from a Civilian Status

a. I understand that if I am discharged from the United States Naval Academy or if my resignation therefrom is accepted, the following policies are presently applicable:

(1) *Fourth and Third Class Midshipmen* (1st and 2nd years). Any Fourth or Third Class Midshipman who is discharged from the United States Naval Academy or whose resignation therefrom is accepted will be discharged from the naval service. A resignation tendered by a Fourth or Third Class Midshipman will be accepted when found to be in the best interests of the naval service.

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(2) *Second and First Class Midshipmen* (3rd and 4th years)

(a) A Second Class Midshipman who is discharged from the United States Naval Academy or whose resignation therefrom is accepted prior to the commencement of the Second Class Academic Year (which is considered to commence on the first day classes formally convene for the Fall semester) will be discharged from the naval service.

(b) Following the commencement of the Second Class Academic Year, a Second or First Class Midshipman who is discharged from the United States Naval Academy or whose resignation therefrom is accepted prior to completing the course of instruction may be transferred to the Navy Reserve or the Marine Corps Reserve in an enlisted status and ordered to active duty for not less than (2) years, except in those cases where the midshipman is physically disqualified, unfit, or unsuited for military service in an enlisted status. If the Secretary of the Navy determines that the midshipman has breached the agreement under paragraph 1a and is unsuitable for enlisted service, then the Secretary may direct that the midshipman reimburse the Government of the United States for educational benefits received at the United States Naval Academy to be calculated as described in paragraph 4 below.

b. I understand that the discharge and active-duty obligation policies stated in paragraph 2a are subject to change without advance notice during the course of my attendance at the United States Naval Academy, and if I am discharged from the United States Naval Academy or if my resignation therefrom is accepted, then determinations with respect to my discharge and/or active-duty obligation will be made pursuant to such revised policies in lieu of those policies in paragraph 2a.

3. For Midshipmen Entering the United States Naval Academy from the Regular or Reserve Component of Any Military Service (excluding entrants who have enlistment contracts based solely upon attendance at the United States Naval Academy Preparatory School)

If I am separated from service as a midshipman for any reason, except for a separation upon my acceptance of an appointment as a commissioned officer under paragraph 1a or a separation on the basis of a physical disability, then in accordance with title 10, U.S. Code, section 516, I will resume my enlisted status and will complete the period of service for which I was enlisted or for which I have an obligation, unless I am sooner discharged. In computing the unexpired part of my enlistment or period of obligated service, all service as a midshipman is counted as service under that enlistment or period of obligated service. If discharged as a midshipman or if I resign, the completion or partial completion of a service obligation acquired by a prior enlistment does not exempt me from being transferred to a Reserve component and ordered to active duty for a period of time, not to exceed four (4) years, as prescribed by the Secretary of the Navy pursuant to title 10, U.S. Code, section 8459(b). If the Secretary of the Navy determines that I have breached my agreement under paragraph 1a and am unsuitable for enlisted service, then the Secretary may direct that I reimburse the Government of the United States for the direct costs of educational benefits received at the United States Naval Academy, to be calculated in accordance with paragraph 4.

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As a condition to receiving advanced education assistance, as these terms are defined by title 10, U.S. Code, section 2005(d), it is further agreed that if I do not complete the applicable period of active duty incurred as the result of graduation or disenrollment from the United States Naval Academy, then I will reimburse the United States for the cost of educational benefits received at the United States Naval Academy in an amount that bears the same ratio to the total cost of the education provided me as the unserved portion of active duty bears to the total period of active duty for which I hereby agree to serve. The cost of advanced education, as defined in title 10, U.S. Code section 2005(d)(3), will be determined in accordance with applicable Department of the Navy regulations.

5. Degree Requirements

a. I understand that I must satisfactorily meet the following requirements in order to graduate from the United States Naval Academy and receive a degree:

(1) Complete or validate the required core, divisional, and majors courses specified in the matrix for the assigned major. Matrices are prepared and revised by cognizant academic departments and approved by the Executive Steering Committee.

(2) Achieve the required standards of performance in the prescribed summer training for each of the four years.

(3) Complete or validate a minimum of 137 semester hours, including a minimum of 90 semester hours in the core program, with a cumulative quality point rating (CQPR) of at least 2.00

(4) Achieve the required standards of performance in:

(a) Military Performance;

(b) Honor;

(c) Conduct; and

(d) Physical Education

b. I understand that the graduation and degree requirements stated in paragraph 5a are subject to change without advance notice during the course of my attendance at the United States Naval Academy and that I may be expected to fulfill such revised requirements in lieu of those requirements stated in paragraph 5a.

c. I understand that, except under the most unusual circumstances as agreed upon by the Department of the Navy and Department of the Army or the Air Force, I will not be offered a commission in the Regular Army or the Regular Air Force upon graduation from the United

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States Naval Academy.

I hereby certify that I have read carefully, do understand thoroughly, and agree without condition to the above DEGREE REQUIREMENTS AND AGREEMENT TO SERVE. (Signature must be witnessed).

Date

Signature of Candidate

Candidate Number

Print Full Name (First, Middle, Last)

Signature of Witness (Adult)

Print Name of Witness

CONSENT OF PARENTS/GUARDIANS FOR CANDIDATES UNDER THE AGE OF 18

If the candidate is a minor (under 18 at the time he/she is executing this agreement), the consent of his/her parents (or legal guardian) is required in order for the above DEGREE REQUIREMENTS AND AGREEMENT TO SERVE to be valid.

I (We) hereby consent to the candidate's acceptance of an appointment as a midshipman, to his/her execution of the above DEGREE REQUIREMENTS AND AGREEMENT TO SERVE, which I (we) have read and understand, and to his/her entrance into the United States Naval Academy and service in the Armed Forces as outlined in the above DEGREE REQUIREMENTS AND AGREEMENT TO SERVE.

Signature of Mother

Signature of Father or Legal Guardian

Print Name

Print name

Date

Date

TO BE COMPLETED BY USNA:

Citizenship

Source of Nomination