

SERVICE AGREEMENT (1100)  
MARINE OPTION NAVAL RESERVE OFFICERS TRAINING CORPS – LAW  
MCRC Form 128 (Rev 11-22)  
CUI (when filled in)

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**PRIVACY ACT STATEMENT**

AUTHORITY: 10 U.S.C. 5042, Headquarters, U.S. Marine Corps; 5 U.S.C. 301, Departmental Regulations; and E.O. 9397 (SSN) as amended; and SORN M01133-3.

PURPOSE(S): To certify that the applicant acknowledges and understands all expectations of him/her upon enrollment in an Officer Program in the United States Marine Corps. This service agreement binds the individual to the terms set forth in the agreement upon signature.

ROUTINE USE(S): This information will be accessed by recruiters and DON officials with a need to know in support of requests for enlistment in the U.S. Marine Corps. Information may also be released to officials and employees of other departments and agencies of the Executive Branch of government, upon request, in the performance of their official duties related to the management of quality military recruitment and the recruitment of Marine personnel.

DISCLOSURE: Voluntary; however, failure to provide the requested information may result in an inability to process the individual for enlistment.

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1. I understand that to be eligible for the **MARINE OPTION NAVAL RESERVE OFFICERS TRAINING CORPS (NROTC) LAW** program, I must be in receipt of a **MARINE OPTION NROTC** program scholarship or **ADVANCE STANDING**, have successfully completed Officer Candidate School (OCS), and have a Law School Application Test (LSAT) score greater than 150. Further, I understand that if I am admitted to the **MARINE OPTION NROTC LAW** program but am found no longer qualified under the terms of this agreement, I will be required to fulfill the obligations outlined in my initial **MARINE OPTION NROTC** program scholarship agreement.

2. In connection with my application for enrollment in the **MARINE OPTION NROTC LAW** program of the United States Marine Corps (USMC), I hereby acknowledge that:

a. Final approval of my application for enrollment in the **MARINE OPTION NROTC LAW** program as an officer candidate will be determined by the Commandant of the Marine Corps (CMC).

b. Upon satisfactory completion of all commissioning requirements including, but not limited to, OCS and completion of a Bachelor's degree, I understand that I must choose to either accept or decline a commission if one is tendered to me and that deferred acceptance is not authorized. If I decline commission, I will be disenrolled from the **MARINE OPTION NROTC** program entirely. I understand in the event I am disenrolled, I may be required to pay back all education and other costs paid on my behalf.

c. A commission in the USMC is held at the pleasure of the President of the United States.

d. I understand that I will incur a Military Service Obligation (MSO) of eight (8) years in the USMC from the date of appointment to commissioned grade;

(1) Any portion of this eight (8) year MSO not served on active duty will be served on inactive duty as a member of the Individual Ready Reserve (IRR) or as a member of the Selected Marine Corps Reserve (SMCR).

e. A resignation of my commission submitted prior to completion of this eight (8) year period will normally be rejected and, after this period, may be accepted or rejected by the President, as the needs of the service may then require.

f. Subsequent to acceptance of appointment to commissioned grade, I will be assigned to an inactive duty status pending graduation from a Juris Doctorate (JD) program of an ABA-accredited law school, and satisfactory completion of the requirements for admission to the bar of a federal court or of the highest court of any state, or District of Columbia, unless I:

(1) Fail to maintain the academic standards prescribed by the academic institution I am attending for completion of requirements for a JD; or

(2) Fail to complete the requirements for a JD within three (3) years; or

(3) Fail to take the first scheduled bar examination within the state of my choice (or District of Columbia), after my receipt of a law degree or, in the event I fail the first, the second such scheduled bar examination; or

(4) Fail the second such bar examination; or

(5) Fail to qualify for admission to practice law before the bar of a federal court or the highest court of a state (or District of Columbia) after passing the bar examination.

(6) Notwithstanding any of the above, if I desire to be assigned to active duty pending the results of the bar examination, I may so request. Should I then fail the bar examination, I understand I will be required to fulfill the obligations outlined in my initial **MARINE OPTION NROTC** scholarship service agreement. If, during authorized leave and at my own expense I subsequently take and pass a bar examination, I can apply for designation as a Student Judge Advocate (SJA) (4401) subject to CMC approval.

g. Upon acceptance of appointment to commissioned grade, I will be assigned a primary MOS of Student Judge Advocate (4401) and assigned to an inactive duty status. Once I graduate from a JD program of an ABA-accredited law school, and become qualified to practice law in any state or the District of Columbia, I will be assigned to The Basic School (TBS) for commissioned officer training.

h. Upon successful completion of TBS, I will be further assigned to the first available Basic Lawyer Course at Naval Justice School (MOS School).

*LAST NAME, FIRST AND MIDDLE INITIAL OF APPLICANT*

CUI (when filled in)

Controlled by: USMC MCRC G3  
CUI Category: PRVCY  
LDC: FEDCON  
POC: MRCOP1@marines.usmc.mil

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i. Upon graduation from Naval Justice School, I will be certified by the Judge Advocate General of the Navy in accordance with UCMJ Article 27(b), and assigned a primary MOS of Judge Advocate (4402). Having been found qualified under applicable statutes and regulations, I will be granted one (1) year constructive service for each year of law school completed prior to being commissioned for the purpose of determining my lineal position, grade, and eligibility for promotion. Such constructive service shall not exceed three (3) years. I understand that constructive service credit will typically not apply to students in the NROTC-Law program, as Lieutenants attend law school in a commissioned status.

j. I consent to serve on extended active duty for a minimum of thirty-six (36) months as a commissioned officer from completion of MOS school. I understand that a request for release from active duty prior to completion of this period will normally be rejected.

k. I understand that no portion of my law degree, law school expenses, tutoring fees, test fees, bar admission fees etc., will be paid by the United States Navy or the United States Marine Corps unless I participate in a Marine Corps Financial Assistance or incentive program. Further, I understand that participation in a Marine Corps Financial Assistance or incentive program may result in additional obligated active duty service.

l. United States Code, Title 10, Chapter 39, Sections 671a and 671b currently provide as follows:

(1) 671a. Members: service extension during war. Unless terminated at an earlier date by the Secretary concerned, the period of active service of any member of an armed force is extended for the duration of any war in which the United States may be engaged and for six months thereafter.

(2) 671b. Members: service extension when Congress is not in session.

(a) Notwithstanding any other provision of law, when the President determines that the national interest so requires, he may, if Congress is not in session, having adjourned sine die, authorize the Secretary of Defense to extend for not more than six months enlistment, appointments, periods of active duty, periods of active duty for training, periods of obligated service, or other military status, in any component of the armed forces, that expire before the thirtieth day after Congress next convenes or reconvenes.

(b) An extension under this section continues until the sixtieth day after Congress next convenes or reconvenes or until the expiration of the period of extension specified by the Secretary of Defense, whichever occurs earlier, unless sooner terminated by law or Executive order.

m. Federal statutes and pertinent regulations applicable to personnel in the USMC may change without notice. Such changes may affect my status as an officer candidate or commissioned officer and obligations to serve as such.

3. I certify that I have read and completely understand the meaning and content of the above. No promises, either written or oral, have been made to me in connection with my application for enrollment in the **MARINE OPTION NROTC LAW** program except as specified above. I acknowledge receipt of a copy of this document.

\_\_\_\_\_  
*Signature of Witnessing Officer*

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*Signature of Applicant*

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*Full Name, Grade, and Service of Witnessing Officer*

\_\_\_\_\_  
*Full Name of Applicant*

\_\_\_\_\_  
*Date*

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**SERVICE AGREEMENT – MARINE OPTION NAVAL RESERVE OFFICERS TRAINING CORPS – LAW  
FOR OFFICIAL USE ONLY  
ANNEX C**

CUI (when filled in)