

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.

1. In connection with my application for enrollment in the **OFFICER CANDIDATE CLASS (OCC) STUDENT NAVAL AVIATOR (SNA)** program of the United States Marine Corps (USMC), I hereby acknowledge that:

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

b. Upon reporting for training to Officer Candidates School (OCS), I will be required to participate in training for a minimum of four (4) weeks before any voluntary request for disenrollment will be considered. A disenrollment, whether voluntary or for cause, will fully void the enlistment contract and result in my discharge unless I have a preexisting service obligation, in which case I would be returned to my parent unit to fulfill my obligation. I understand that should I terminate attendance at OCS prior to the completion of the requisite (4) weeks of training without the concurrence of the Commanding Officer of OCS, the Marine Corps is under no obligation to settle resultant travel expenses.

(1) If I am disenrolled from OCS and not recommended for future attendance by the Commanding Officer of OCS, I will be disenrolled from the **OCC SNA** program.

(2) If I am disenrolled from OCS but recommended for future attendance by the Commanding Officer of OCS, I will be disenrolled from the **OCC SNA** program and, if eligible, have the opportunity to reapply to the next available board.

(3) If I voluntarily disenroll from OCS at any time during the course of training, I will also be disenrolled from the **OCC SNA** program.

c. I am entitled to pay and allowances while attending OCS not less than those prescribed for pay grade E-5 or the highest pay grade achieved if I enter this obligation directly from current service at a pay grade above E-5.

d. Upon satisfactory completion of all commissioning requirements, 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 **OCC SNA** program and may request reenrollment to CMC, provided I remain otherwise qualified.

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

f. Once accepted into the **OCC SNA** program, I understand that I incur a Military Service Obligation (MSO) of eight (8) years in the USMC from the date of my designation as a Naval Aviator;

(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).

g. 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.

h. Upon successful completion of OCS and acceptance of appointment to commissioned grade, I will be assigned the primary Military Occupational Specialty (MOS) 7599 (Student Naval Aviator) and further be assigned to The Basic School (TBS) for commissioned officer training.

i. Upon successful completion of TBS, I will be assigned to the first available flight training class if I am physically qualified for such assignment when said class becomes available. Any projected delay in assignment to flight training may result in a temporary assignment to duties as dictated by the needs of the USMC until assignment to flight training can be effected.

j. After completion of TBS, any period of delay in assignment to flight training in excess of nine (9) months will be counted towards the ninety-six (96) month obligation, set forth in paragraph 2.a.

2. I consent to serve on extended active duty for the following minimum periods and understand that a request for release from active duty prior to completion of this period will normally be rejected:

a. Ninety-six (96) months from the date of my successful completion of flight training and designation as a Naval Aviator; or

LAST NAME, FIRST AND MIDDLE INITIAL OF APPLICANT

CUI (when filled in)

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MCRC Form 104 (Revised 11/22)

b. Forty-eight (48) months from the date of appointment to commissioned grade if;
(1) I fail to meet the requirements for assignment to flight training; or

(2) I am separated from the flight training by reason of failure or physical disqualification (contingent upon approval from CMC).

(3) In addition to the forty-eight (48) month MSO, if I fail to meet the requirements for assignment to flight training as a result of my own request or by reason of academic failure, I agree to serve an additional extension of active service equal to the time spent in flight training (contingent upon approval from CMC).

c. 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.

d. 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 no previously failed any military aviation training program nor have I been designated as an aviator in any of the Armed Forces of the United States.

4. 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 **OCC SNA** program except as specified above. I acknowledge receipt of a copy of this document.

Signature of Witnessing Officer

Full Name and Grade of Witness

Signature of Applicant

Full Name of Applicant

Date

**SERVICE AGREEMENT – OFFICER CANDIDATE CLASS STUDENT NAVAL AVIATOR
FOR OFFICIAL USE ONLY
ANNEX C**