

ACTIVE DUTY AGREEMENT

between

UNITED STATES OF AMERICA

DEPARTMENT OF HOMELAND SECURITY

U. S. COAST GUARD

and

(Type or print full name of Contractor)

This Agreement is entered into pursuant to the provisions of Sections 12311 and 12312 of Title 10, United States Code, and Department of Homeland Security Delegation 0160 paragraph 2.B.1, between the United States Coast Guard, represented by the officer signing this agreement, and the above named Contractor who is a member of the Coast Guard Reserve, a Reserve component of the Armed Forces of the United States.

Contractor requests a term of active duty of definite duration;

The period of active duty hereinafter specified exceeds by at least twelve (12) months and does not include any period of obligated or involuntary active duty to which Contractor is liable; and,

Contractor understands that the execution of this agreement does not obligate Contractor or the Coast Guard to enter into a new agreement after the expiration of the term of service hereinafter provided.

NOW THEREFORE, it is the understanding of the parties:

1. TERM OF SERVICE:

- (a) Contractor shall remain on active duty for a term of service of approximately ____ year(s) and ____ month(s) commencing on the _____ day of _____ and terminating on the ____ day of _____ both dates inclusive, unless the Coast Guard agrees to a request by the Contractor to be released from the active duty obligation, or the Contractor is involuntarily released as provided in paragraph 2.

- (b) *For direct commission lawyers, only:* Contractor may be involuntarily released from active duty if Contractor fails to be admitted to practice law in any state or territory of the United States or the District of Columbia within two years from the date this agreement was signed.
- (c) Contractor whose period of active duty expires under this agreement during a time of war or national emergency declared by the Congress or in time of national emergency proclaimed by the President may be kept on active duty without Contractor's consent, as otherwise prescribed by law.
- (d) Contractor may be detailed or assigned to any duty authorized by law for members of a Regular component of the Armed Forces of the United States.

2. INVOLUNTARY RELEASE FROM ACTIVE DUTY:

- (a) Contractor shall not be released from active duty involuntarily during the period herein specified:
 - (i) by reason of a reduction in numerical strength of the military personnel of the Coast Guard unless Contractor's release is in accordance with the recommendation of a board appointed by competent authority with guidance for determining the members to be released from active duty; or
 - (ii) for release other than that prescribed in subparagraph (i) above without being informed of the basis for the release and the opportunity to respond to a board appointed to determine whether that basis exists. The opportunity to be informed, respond, and have a board determine whether the basis for release exists is inapplicable to a release based on dismissal from the Coast Guard pursuant to sentence of a court-martial, a release based on an absence without leave of at least three months duration, a release based on a conviction and sentence to confinement in a Federal or State penitentiary or correctional institution, or a release based on twice failing selection for promotion to the next higher grade.
- (b) A Contractor who is involuntarily released from active duty prior to the expiration of the period of service under this agreement (except when such release is pursuant to (1) sentence of court-martial; (2) a physical disability resulting from Contractor's intentional misconduct or willful neglect; (3) a retirement; including placement on the temporary disability retired list; (4) a separation with severance or separation pay; or (5) a release for the purpose of accepting an appointment or enlisting in a Regular component (6) due to confinement in a State or Federal penitentiary, prison, or correctional facility, and (7) except when the Contractor is continued on active duty without a break in service under another provision of law), is entitled to receive an

amount equal to one month's pay and allowances multiplied by the unexpired number of years remaining under this agreement. Such amount to be in addition to any pay and allowances, which Contractor may otherwise be entitled to receive. Fractions of a month less than fifteen (15) days shall be disregarded and fifteen (15) days or more shall be counted as one month.

3. VOLUNTARY RELEASE FROM ACTIVE DUTY

If, pursuant to Contractor's own request, the Coast Guard releases Contractor from active duty prior to the termination date specified herein, Contractor shall not be entitled to any amount of termination pay or other benefit provided in subparagraph 2 of this agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the _____ day of _____, _____.

THE UNITED STATES OF AMERICA

WITNESSES TO SIGNATURE OF CONTRACTOR:

Witness (Signature and Printed Name)

Witness (Signature and Printed Name)

Contractor (Signature and Printed Name)

Contractor's Social Security Number

Contractor's Grade/Rate/Rank

Authorized Agent (Signature and Printed Name)

INSTRUCTIONS FOR SIGNING ACTIVE DUTY AGREEMENTS:

1. The Reserve Officer entering on or being retained on active duty is the “**CONTRACTOR**” and shall sign in the space provided in the presence of one or more witnesses.
2. The signature of the “**CONTRACTOR**” shall be witnessed, where practicable, by two witnesses. The witnesses, either officers or petty officers, shall sign all copies of the agreement in the space provided.
3. Commanders and Chiefs of Staff for Areas, Districts, Maintenance & Logistics Commands, Activities, and Groups as well as Commanding Officers, who may not delegate the action, are authorized to accept active duty agreements for the Government. One of these officers will sign as the “**AUTHORIZED AGENT**”.
4. At Coast Guard Headquarters, Commandant, Assistant Commandants, Directors, Office Chiefs, Division Chiefs, and the Chief, Officer Personnel Management Division, none of who may delegate the action, are authorized to accept active duty agreements for the Government. One of these officers will sign as the “**AUTHORIZED AGENT**”.