

COMMAND
5216
SER
1 Mar 2018

Corporation Name, LLC
Internal Serialization
Ser #
1 Mar 2018

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMANDER, *Command NAME*
AND
CORPORATION NAME, LLC

Subj: SUPPORT TO SKILLBRIDGE INTERNSHIP ICO FIRST M. LAST, RANK, USN

1. Purpose. The purpose of this Memorandum of Understanding (MOU) is to set forth a cooperative agreement of support between Commander, *COMMAND NAME* and CORPORATION in CITY, STATE. The service and support provided herein will be on non-reimbursable basis and the relationship will be guided by Department of Defense Instruction (DoDI) 1322.19, "JOB TRAINING, EMPLOYMENT SKILLS TRAINING, APPRENTICESHIPS, AND INTERNSHIPS (JTEST-AI) for Eligible Service Members" and NAVADMIN 222/15, "Skillbridge Employment Skills Training Program", DTG R 171359Z SEP 15.

2. Background. CORPORATION is a [DESCRIBE THE COMPANY] located in CITY, STATE and its Federal Employee Identification (FEI)/Employee Identification Number (EIN) is XX-XXXXXX. CORPORATION is offering NAME, RANK, USN an unpaid developmental internship under the DOD Skillbridge Program to provide educational experience and learning opportunities that will advance HIS/HER [DESCRIBE THE SKILLS GAINED FROM INTERNSHIP]. Having met all requirements and been approved for the program, CWG-6 will release NAME, RANK, USN to CORPORATION via a Permissive Temporary Duty Status (PTDY) for the purpose of executing Skillbridge Internship lasting ### days, in accordance with DODI 1322.29 and NAVADMIN 222/15 and will provide administrative support throughout, as needed.

3. Scope. This MOU clarifies services and support that *COMMAND* and *CORPORATION* will provide in order to ensure the success of this internship and further outlines general areas of agreement.

4. Responsibilities. Administration of this agreement shall not create any obligations upon any appropriated or non-appropriated funds available to the United States Navy.

a. All parties agree that:

(1) This Skillbridge internship will be for a period of no more than 180 days in accordance with Department of Defense policy, and will be executed while NAME, RANK, USN, is in a PTDY status in CITY, STATE or other designated location (per NAVADMIN 222/15, paragraph 8). The 180 day period for this internship will start on DATE and will conclude on DATE, whereupon the service member will commence final Navy checkout obligations until officially transferred to the Fleet Reserve or DATE. Upon conclusion of the internship on DATE, NAME, RANK, USN is free to pursue profitable employment with CORPORATION or another employer of choice;

(2) During the course of this internship, the service member's official place of duty will be at CORPORATION's designated location (per NAVADMIN 222/15, paragraph(s) 7 & 9), unless otherwise agreed to voluntarily by the service member intern;

(3) The service member will continue to receive military pay and benefits throughout this internship, and until, the conclusion of HIS/HER time on active duty service, which includes all Permissive TDY periods and authorized periods of Terminal Leave (per NAVADMIN 222/15, paragraph 8);

(4) The service member will not displace regular employees and will not receive pay and benefits such as wages, training stipends, and/or any other form of compensation from *CORPORATION*, for the duration of the internship (per DODI 1322.29 Enclosure 4, paragraph(s) 1c & l);

(5) Either party, *COMMAND* or *CORPORATION* may terminate the internship for reasons of military necessity and/or unsatisfactory participation by the service member. Upon notification that the internship is terminated, the Sailor must immediately withdraw from the program and report back to the command (per NAVADMIN 222/15, paragraph 10). Prior to either party pursuing a termination of the internship, *COMMAND* or *CORPORATION* will confer and try to resolve any issue(s), short of dismissal by the service member from the agreed internship position. However, for the avoidance of doubt, *CORPORATION*, retains the ultimate right to end the service member's internship with its company;

(6) Consistent with the Fair Labor Standards Act:

The internship is a dual employment internship and not an unpaid internship as follows:

The service member will receive full military pay and benefits for the duration of the internship and will be assigned to Company name, city and state in lieu of his/her normal duties.

The service member intern will work under close supervision of Company name for the duration of the entire internship period.

Under no circumstances will the service member be requested or permitted to work more than 40 hours during a normal Company name work week.

(7) Consistent with Title 18, United States Code, section 205, the service member intern, throughout the duration of this internship, will not act as an agent for Company name before any agency or department of the United States.

b. *COMMAND* will:

(1) Release Service member name, rate USN to participate in this internship after affirming that the service member meets all criteria outlined in the DOD instruction and Navy policy for selection as a Skillbridge Intern;

(2) Safeguard and protect from disclosure any Company name confidential information retained for the purposes of establishing and executing this internship to at least the same degree of care that *COMMAND* uses to safeguard its own confidential information, but not less than reasonable care;

Company name will:

(1) Along with *COMMAND*, advise the service member intern of his/her responsibilities regarding participation in the Internship Program, including expected professional

conduct as well as dress code and the requirement to follow the rules and standards set forth by CWG-6 and Company name ;

(2) Provide the service member intern meaningful professional development, mentorship, and training experience that supports the purpose of the internship, which is to develop the intern's private sector management skills, analytic abilities, contract familiarization, technical and managerial writing skills, sourcing capabilities, and/or leadership potential as a future analyst, contract specialist, contracting officer and/or corporate executive;

(3) Provide input to *COMMAND* on the service member's performance during the internship, as requested, and offer any voluntary insights or lessons learned related to the execution of the internship agreement that could inform the advancement and refinement of *COMMAND*'s Skillbridge (JTEST-AI) program;

5. Implementation Instructions.

a. It is understood and agreed that the parties to this MOU may revise or modify this MOU by written amendment hereto, provided such revision or modification is mutually agreed upon and signed by the authorized representatives of both parties.

b. Either party may terminate this MOU by providing thirty (30) days advance notice of the effective date of termination. *COMMAND* may also terminate this MOU unilaterally and without prior notice in cases of military necessity.

c. This MOU is effective on the date and final signature by all parties and will remain in effect until its execution is fulfilled in its entirety.

6. Primary points of contact and mailing address for this agreement are as follows:

- a. *COMMAND*:
- Command Transition Program Manager:
 - Email
 - Phone Number:
 - Address:

- b. Company Name :
- President:
 - Email:
 - Phone Number:
 - Address:

COMMAND

(Company Name)

CAPTAIN, USN
Commander, *COMMAND*

President/CEO
(Company Name)