

**DEPARTMENT OF THE ARMY SERVICE AGREEMENT  
F. EDWARD HEBERT ARMED FORCES UNIFORMED SERVICES UNIVERSITY OF THE HEALTH SCIENCES  
FOR THE POSTGRADUATE PROGRAMS**

(For use of this form see USAREC Reg 601-37 and DODI 6010.20)

The proponent agencies are the Offices of the Secretary of Defense (Health Affairs) and The Surgeon General of the Army.

**PRIVACY ACT STATEMENT**

**AUTHORITY:** Chapter 104, Title 10, United States Code.

**PRINCIPAL PURPOSE:** Service Agreement is used as the contract between the US Army and students selected to enter the Uniformed Services University of the Health Sciences (USUHS) Program that offers postgraduate education in return for an active duty service obligation (ADSO).

**ROUTINE USES:** A signed and witnessed Service Agreement, which includes the student's social security number, must be submitted by selectees to enter the Program. The student certifies to specific eligibility statements and that he or she agrees to and understands requirements and active duty obligation (ADO). The social security number is used for identification purposes. The signed and witnessed Service Agreement becomes a part of the member's official military personnel file at the applicable Service Personnel Center.

**MANDATORY OR VOLUNTARY DISCLOSURE:** Voluntary. If not submitted with other appointment and program entry documents, appointment in the Regular Army and enrollment in the USUHS Program will not be processed.

**NAME OF APPLICANT** (*Print or Type*) :

**SSN:**

1. I hereby certify that:

- a. I am a citizen of the United States of America.
- b. I will be at least 18 years of age at the time of matriculation, or I have served on active duty (AD) as a commissioned officer in the uniformed services and will not be older than age 35 as of June 30th in the year of matriculation (unless waived by an appropriate authority).
- c. I am of good moral character.
- d. To the best of my knowledge, I meet the standards for medical fitness and security requirements for a regular commission in the US Army.
- e. I have attained a baccalaureate degree from an accredited academic institution in the United States or Puerto Rico.
- f. I have successfully completed the Graduate Record Exam (GRE) three or more years prior to this application.
- g. I am sincerely motivated and dedicated to pursue a medical career in the US Army.
- h. I am not obligated or committed for service in the US Army beyond the expected date of admission as a result of current or prior participation in programs of study or training sponsored by the Army with the exception of Reserve Officers' Training Corps (ROTC) and the United States Military Academy (USMA). I understand that my ROTC and the USMA active duty obligation (ADO), if any, will be added to the service commitment incurred as a result of participation in the Uniformed Services University of the Health Sciences (USUHS) Program.
- i. I am not obligated for future service to any health institution or community or other entity by virtue of any scholarship, grant, contract, or other agreement, and I will not make any such contract or other agreement without approval of The Surgeon General of the Army (TSG) until I have completed my service obligation under this Program.
- j. I am free of any court judgment in favor of the United States creating a lien against my property arising from a civil or criminal proceeding regarding a debt and am not in default of any federal debt.
- k. I understand that if I falsely certify or fail to comply with this agreement, or if any of my above certifications are invalid, then I may be subject to disenrollment from the Program. I have been accepted for admission in a program of

2. As a member of USUHS, I agree that, unless sooner separated, I will remain in the Program to complete the educational phase leading to a postgraduate degree in . I specifically acknowledge that I may not unilaterally terminate my participation in the Program by refusing to apply for or to accept the monetary or other benefits of the Program set forth elsewhere in this agreement.

3. I understand selection for admission to the USUHS is contingent upon meeting all eligibility requirements. I further understand this agreement is void if it is determined I am ineligible for admission or entry into the military. By executing this contract, I represent that I meet eligibility criteria for admission into the USUHS and commissioning, as defined by statute, Army regulation, Department of Defense (DOD) policy, instructions, or directives and this Service Agreement.

a. I represent that I have disclosed or will disclose any and all pre-existing medical conditions and nonmedical conditions that would make me ineligible for appointment/reappointment in the US Army and admission as specified in statute, Army regulations, and current DOD and Army policy governing appointment, admission and this contract. If I am ineligible for appointment or admission based on a particular medical or nonmedical condition, but such ineligibility may be waived, I must obtain an approved waiver before executing this agreement. Failure to have disclosed or to disclose any disqualifying condition will subject me to loss of admission, discharge, and possible recoupment of benefits. I understand that referral to a physical evaluation board for a fitness determination is mandatory if, subsequent to admission and/or graduation, I fail to meet medical retention standards of AR 40-501, chapter 3, due to a nonduty related medical condition(s), and I am processed for separation due to failure to meet such medical retention standards.

b. I agree to comply with and perform administrative duties, consistent with Army and USUHS requirements, to maintain the appropriate student status. I specifically acknowledge that my student and or military status may be terminated if I fail to comply with Service requirements, as set forth in Army regulations and DOD guidance.

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4. I agree to pursue my studies and training on a continuous basis as set forth in the schedules of USUHS, and, to the best of my ability direct my efforts toward completion of course requirements prerequisite to my receiving the designated degree for which I was selected.
5. I understand that I will not be granted an extension of this program for the purpose of pursuing studies toward completion of course requirements prerequisite to receiving any other degree.
6. If qualifying for a postgraduate degree I understand that I will be required to perform professional duties, consistent with Service requirements, as determined by TSG.
7. I agree to participate in designated military training while I am in the Program.
8. I agree to complete the requirements for appointment as a commissioned officer. I agree to meet the physical fitness control and uniform wear and appearance standards as established by applicable policy and regulation.
9. I understand that I will not be permitted to voluntarily withdraw from the Program.
10. As a result of Program participation, I understand that:
  - a. I will incur an ADO of not less than 6 years upon graduation from USUHS, unless sooner released.
  - b. I will incur one year of service obligation for each year or portion thereof for the selected program. This obligation will be fulfilled consecutively with any previously incurred service obligation.
  - c. I will incur an additional ADO of 6 months for each additional half-year or portion thereof over 4 years that I spend at USUHS as a result of academic deficiency or other reasons that result in a delay in my original graduation date. I understand if dropped from the program for conduct, studies, or for other reasons, I may be required to perform AD in an appropriate military capacity in accordance with the ADO imposed by this section. If dropped from the program, I may be required to serve on AD 1 day for each day of participation or 1 year, whichever is greater, in addition to any ADO imposed by any other provision of law.
  - d. Under no condition will I be released from active duty until I have served a minimum of 2 years following completion of any period, except when my release is determined by the Army to be in the best interest of the Government.
  - e. Any subsequent changes in my marital or dependent status or in my physical condition will not be grounds for subsequent release from the terms of this contract unless specifically provided for by statute or applicable DOD policy or Army regulations in effect at the time my status changes. I understand that I must immediately notify TSG of any administrative or medically related problem I might incur while enrolled in the Program.
  - f. If I am twice nonselected for promotion, have not yet fulfilled the term of continuous AD under this agreement, and am offered selective continuation, then I agree to accept selective continuation on AD, rather than elect to be discharged as a result of being twice nonselected for promotion.
11. I understand that the following provisions apply to the discharge of my ADO:
  - a. Prior AD service and any period of time spent in military intern or residency training (internships, residencies, or fellowships) shall not be creditable in satisfying my USUHS Program obligation.
  - b. An obligation incurred as a Program member is in addition to any obligation incurred as a result of participation in any other military program. I may not serve all or any part of the ADO incurred by participation in this Program concurrently with any other military obligation.
  - c. An assertion of community essentiality will not be considered as a ground for relief from the Program obligation or for delay in fulfilling the Program obligation.
  - d. Time spent on AD or active duty for training while a member of the Program prior to completion of professional degree requirements will not be credited toward fulfillment of any ADO or ready reserve obligation.
  - e. If I am relieved of my ADO before the completion of the service obligation, I may be given, with or without my consent, any of the following alternative obligations, as determined by the Secretary of the Army.
    - (1) An ADSO in another armed force for a period of time not less than my remaining ADSO.
    - (2) A service obligation in a component of the Selected Reserve of a period not less than twice as long as my remaining ADSO.
    - (3) In addition to the alternative obligations specified in paragraphs (1) and (2) above, if I am relieved of my ADSO by reason of separation because of a physical disability, I may be offered by the Secretary a service obligation as a civilian employed as a health care professional in a facility of any of the Uniformed Services for a period of time equal to my remaining ADSO.
  - f. I agree to be commissioned and serve my ADO in another military service if TSG determines that I am excess to my Service's needs.
12. Notwithstanding any other provision of law I understand and agree that while in the USUHS Program I will serve on AD in pay grade 0-1 (grade of Officer-One, rank of Second Lieutenant) with full pay and allowances of the grade, unless authorized to receive a pay rate in excess of the rate of the basic pay as an 0-1 based on former grade and years of service.

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13. I understand that if my status as a student is suspended or discontinued for deficiency in conduct or studies, or for other reasons, I will be required to perform AD in an appropriate military capacity in accordance with the ADO incurred, when such service is determined to be in the best interest of the Government.

14. Pursuant to section 2005, title 10, United States Code, I understand and agree:

- a. To complete the educational requirements specified in this agreement and to serve on AD for the period specified in this agreement.
- b. That, if I fail to complete the education requirements specified in this agreement, I will serve on AD for the period specified in this agreement.
- c. That, if I voluntarily or because of misconduct, or other reasons, fail to complete the period of ADO or the alternative service obligation or fail to complete duty in a reserve status not on AD that I have incurred, specified in this agreement, or otherwise fail to fulfill any term or condition as the Secretary of the Army may prescribe to protect the interest of the United States, I will reimburse the United States in an amount of money, plus interest, that is equal to or bears the same ratio to the total cost of advanced education provided to me by the United States as the unserved portion of such duty bears to the total period of such duty I was obligated to serve.
- d. To the other terms and conditions specified in this agreement.
- e. I acknowledge and agree that the term "voluntarily" includes, but is not limited to, failure due to conscientious objection or because of resignation for any reason from the Army.
- f. I acknowledge and agree that the term "misconduct" includes, but is not limited to, failure due to separation because of drug abuse, alcohol abuse, criminal conduct, civil conviction, civil confinement, or moral or professional dereliction.

15. Uniform and appearance.

- a. I acknowledge that I have been informed of the US Army uniform and appearance policy. I understand that:
  - (1) AR 670-1 (Wear and Appearance of Army Uniforms and Insignia) contains personal appearance policies which I will be required to comply with.
  - (2) I have been informed that provisions of AR 670-1 as it applies to personal appearance include specific policy with regard to body markings.
- b. The current policy is as follows:
  - (1) Tattooing in areas of the body (for example face, hands, fingers, etcetera,) that would cause the tattoo to be exposed in a uniform T-shirt neckline, not in accordance to AR 670-1, para 3-3.
  - (2) Soldiers are expected to maintain good daily hygiene and wear their uniform so as not to detract from an overall military appearance.
- c. Any person who is not in compliance with AR 670-1 as it applies to tattoos will not be accepted for appointment in the US Army.
- d. Any person with a tattoo on the head, neck, scalp, or face will not be accepted. Furthermore, regardless of a tattoo's location, any tattoo deemed offensive, racist, profane, and/or linked to a criminal activity or extremist group may be denied appointment. I have been advised that while a member of the US Army I may not violate the above policy. I will refrain from obtaining any body markings or I may be denied entry for violation of the above expressed policy.

16. I understand and agree that I may not be relieved of my ADO arising from participation in the the Program solely because of willingness and ability to refund all payments made by the United States Government pursuant to sections 2112, Title 10, United States Code; DODI 6010.20, paragraph 6; and this agreement,

17. I agree to reimburse the Government for all costs which it incurred, or any portion thereof, as determined by the Secretary of the Army, if I fail to complete my ADO or the alternative service obligation; or otherwise fail to fulfill any term or condition as the Secretary of the Army may prescribe to protect the interest of the United States.

a. I further understand that the US Army cannot guarantee accommodation of religious practices. I acknowledge and understand that Department of the Army policy accommodates religious practices as long as the practice will not have an adverse impact on military readiness, unit cohesion, standards, health, safety, morale, or discipline. I further acknowledge and understand that the US Army has the right to amend or eliminate any such accommodation based on the needs of the Army.

b. My acceptance of the terms and conditions of this agreement signifies my readiness to bear arms, to engage in and support combat operations, and to operate and support operations of approved weapons systems. If I at any time apply for and receive conscientious objector status, I will be deemed to have voluntarily failed to complete my ADO and agree to reimburse the Government for all costs which it incurred, plus interest or, any portion thereof, as determined by the Secretary of the Army.

18. I understand that, as a commissioned officer and Program participant, I am subject to military laws, rules, customs, and traditions that include restrictions on my personal behavior and conduct that are different from the restrictions imposed on nonmilitary personnel. I understand that false statements made about my qualification for commissioned military service, including but not limited to statements regarding my health, may result in criminal prosecution.

19. I understand that all financial inducements and benefits, including, but not limited to, basic pay, housing allowances, health care benefits, bonuses, professional pay, variable incentive pay, special pay, commissary privileges, retirement benefits, annual leave, and other benefits are either statutory or regulatory and are subject to change at any time without notice and any subsequent loss of such financial inducements or benefits by virtue of a statutory, regulatory, or policy change will not release me from any obligations incurred under this contract.

20. I understand that my remaining ADSO for my participation in (place "X" as applicable)  USMA;  ROTC;  other (list) \_\_\_\_\_ calculated to be \_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ days and a remaining reserve service obligation calculated to be \_\_\_\_\_ years \_\_\_\_\_ months \_\_\_\_\_ days. I understand that this obligation will be added to any obligation incurred as a participant in the US Army USUHS Program.

APPLICANT INITIALS \_\_\_\_\_ WITNESS INITIALS \_\_\_\_\_ ARMY REPRESENTATIVE INITIALS \_\_\_\_\_

21. I understand that this is the entire contract between myself and the US Army. I certify that there are no oral or other agreements or understanding or representations affecting the contract or relating to my military service except as otherwise specifically provided herein. I have read and thoroughly understand the above statements of terms under which I am being admitted, including all statutes, directives, policies, and regulations, incorporated by reference. I understand that I will be subject to all of the requirements and lawful commands of the officers who will from time to time be placed over me. I certify that no promise of any kind has been made to me concerning assignment to duty as an inducement to me to sign this contract.

\_\_\_\_\_  
Date (MM/DD/YYYY)

\_\_\_\_\_  
Name of Applicant (Type or Print)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name of Witness (Type or Print)

\_\_\_\_\_  
Signature of Witness

Accepted for and on behalf of the United States of America

\_\_\_\_\_  
Typed Name, Grade, Title

\_\_\_\_\_  
Signature