

**OFFICER CANDIDATE (OCS) AGREEMENT between THE UNITED STATES OF AMERICA,
Department of the Navy, and**

JOHN FORBES KERRY

(Type or print full name of Obligor)

This agreement is entered into between the United States of America, represented by the officer signing this agreement, and the above-named Obligor (with consent of parent or guardian if under 21 years of age).

WHEREAS, Obligor, in consideration of the benefits which will accrue to him by reason of his membership in the Officer Candidate Program of the Naval Reserve agrees to enter upon and continue training therein until the completion of such training as may be prescribed leading to a commission as a Reserve Officer in the United States Navy.

WHEREAS, Obligor agrees to continue his enlisted status in the Naval Reserve, until the completion of such training as may be prescribed, leading to a commission as a Reserve Officer in the United States Navy.

WHEREAS, Obligor volunteers to remain on or be ordered to active duty or extended active duty for a term of service of definite duration; and,

WHEREAS, Obligor agrees that he will, upon the completion of the prescribed training, accept a commission, if offered, as a Reserve Officer in the United States Navy.

WHEREAS, the parties understand that this agreement will not be effective until the Obligor is accepted as an Officer Candidate.

WHEREAS, the parties understand that the Chief of Naval Personnel may release the Obligor from his obligations under this agreement and separate him from the training program at any time that, in the opinion of the Chief of Naval Personnel, the best interests of the Naval Service require such action.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. TERM OF SERVICE. Obligor is hereby obligated to serve for the full period of active duty and inactive duty herein specified as follows:

1. The Obligor understands that, if he completes the prescribed training and is commissioned as a Reserve Officer in the United States Navy, he will serve on active duty for a period not to exceed three (3) years following appointment to commissioned grade; however, the total active commissioned duty period may be less than three years depending on the needs of the Service.

2. If the Obligor should fail the Training Program prior to appointment to commissioned grade, he shall, if he applied for the Program from inactive duty or from civilian status, be retained on active duty in an enlisted status for a total period of 24 months unless he is a veteran or otherwise released by the Department of the Navy. If Obligor applied while on active duty he will be required to serve out his original or extended period of obligated service or such period as may be required by the Secretary of the Navy.

3. The Obligor agrees to serve a total period of six years in the Naval Reserve of the United States Navy, including active and inactive duty.

4. The Obligor agrees that, on completion of active duty, he will remain in the Ready Reserve if eligible therefor. Service in the Ready Reserve will be for a period which when added to his active duty, will total five years. Upon completion of five years of satisfactory service on active duty and in the Ready Reserve, he will be eligible for transfer to the Standby Reserve and, if he applies, he will be transferred to the Standby Reserve for any remaining portion of his service obligation.

5. The Obligor understands that the provisions of law require satisfactory participation in the Ready Reserve unless relieved of such participation by competent authority or as otherwise provided by law. Such participation may be satisfied annually by not less than 48 drills and not more than 17 days active duty for training, or an alternative of 30 days active duty for training, or other appropriate Reserve training as may be authorized. Failure to carry out prescribed training may subject him to involuntary call to active duty for not more than 45 days.

6. The Obligor understands that, if his obligated period of active duty under this agreement expires in time of war or national emergency declared by the Congress or in time of national emergency proclaimed by the President, he may be involuntarily retained on active duty beyond such obligated period.

In witness whereof, the parties hereto have executed this agreement.

C. J. Adesse
C. J. ADESSE, JR., P-13, USN
(Witness to signature of Obligor)

[Signature]
(Signature in full of Obligor)

I, _____ parent/legal guardian of _____

whose signature appears on the foregoing contractual agreement, do hereby consent to his entering into such contractual agreement.

(Date)

(Parent/Legal Guardian)

DO NOT WRITE BELOW THIS LINE

Subscribed to this

_____ 18th day of
FEBRUARY 1966

By direction of the Secretary of the Navy

R. K. Kaplan
R. K. KAPLAN, LT, USNR
Procurement Agency
for Chief of Naval Personnel