

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY  
AND  
(COMPANY NAME)

SUBJECT: Participation in the Partnership for Youth Success Program

1. Parties. The parties to this Agreement are the U.S. Army and (COMPANY NAME).

2. Authority. This Agreement is authorized under the provisions of 10 U.S.C. Section 503 and Army Regulation 601-208.

3. Purpose. The purpose of this Agreement is to set forth the terms by which the U.S. Army and (COMPANY NAME) will participate in the Partnership for Youth Success (PaYS) Program.

4. Background.

a. The PaYS Program is a strategic partnership between the U.S. Army and select corporations, companies, and public sector agencies designed to assist military recruiting efforts and connect America with its Army. The U.S. Army believes that PaYS will greatly assist in fulfilling its mission to recruit high quality men and women to meet the requirements of America's Army. Likewise, industry and participating companies benefit from the opportunity to interview and potentially employ professional, trained, and responsible men and women with Army values, experience, and proven leadership skills.

b. All information received by PaYS candidates from recruiters will be used to identify job opportunities related to the enlisted individual's Military Occupational Specialty (MOS) or leadership training or commissioning branch for ROTC PaYS Cadets.

c. (COMPANY NAME) responsibilities under the PaYS Program extend only to those enlisted active duty or Army Reserve Soldier participants whose military service is characterized as honorable at completion of their active duty training, and ROTC Cadets who receive a Bachelor's Degree, their commission and/or complete their initial active duty term of service. This program applies to the enlisted Soldier's term of enlistment only or initial entry training for U.S. Army Reserve Soldiers, and to those Cadets who successfully complete their ROTC requirements. For other former Soldiers and/or Cadets, the company owes no obligation such as placement or priority placement consideration, but may hire or interview as desired.

d. While the Army is permitted to promote the Partnership with specific partners, The U.S. Army is prohibited from overtly endorsing or appearing to endorse a specific company or corporation.

5. Responsibilities.

a. U.S. Army.

(1) Advise enlistment prospects of the PaYS Program during the initial Army interview. Advise ROTC Cadets to review and reserve PaYS partner opportunities during their senior year in the Cadet portal.

(2) Advise enlisting prospects, after qualifying for one or more MOSs, of the related civilian job opportunities for which they may be qualified after completing their initial term of service or active duty training for the U.S. Army Reserve. Similarly advise ROTC Cadets after completion of their bachelor's degree and commissioning.

SUBJECT: Participation in the Partnership for Youth Success Program

(3) Develop and distribute recruiting literature to publicize the PaYS Program, characterizing it as an enlistment incentive.

(4) Provide information to (COMPANY NAME) to assist in maintaining contact with PaYS participants. Provide transition support to first term Regular Army enlisted Soldiers as they leave military service, U.S. Army Reserve enlisted Soldiers as they complete their initial training, and ROTC Cadets as they complete requirements for their Bachelor's Degree and commission and/or their initial active duty period of service with the Army.

b. (COMPANY NAME).

(1) (COMPANY NAME) will interview all qualified PaYS participants for employment with the company provided there are forecasted future openings at the time of their enlistment in the U.S. Army; U.S. Army Reserve; or at contracting for ROTC PaYS Cadets. Enlisted Soldiers will sign a Statement of Understanding acknowledging the opportunity for an interview with (COMPANY NAME). ROTC cadets will print a similar acknowledgement from the Cadet Portal. This interview opportunity is contingent upon receipt of an Honorable Discharge for Regular Army Soldiers, completion of Active Duty Training for Army Reserve Soldiers, and receipt of a Bachelor's Degree and commission for ROTC PaYS Cadets and/or completion of their initial active duty period of service with the Army.

(2) Upon successful completion of active duty or Army Reserve commitments, (COMPANY NAME) will provide qualified PaYS participants the opportunity to be assessed and to interview with a representative of the company. Interviews are predicated upon available job opportunities at that time. (COMPANY NAME) will interview enlisted U.S. Army Reserve PaYS participants within 30 days of completion of their initial active duty training. (COMPANY NAME) may interview ROTC PaYS Cadets during their senior year of college or after confirmation of component and branch. (COMPANY NAME) may agree to an internship program with ROTC PaYS Cadets during their education, as leadership training and opportunities permit. Should there be no employment opportunities available with (COMPANY NAME) at the time of the enlisted Soldiers separation from the U.S. Army or commissioning or separation for ROTC PaYS Cadets, (COMPANY NAME) will provide an opportunity for an interview to the PaYS participant when an opportunity becomes available. Despite this priority interview, the company retains the right to determine whether to ultimately hire the PaYS participant based on the applicant's qualifications and the needs of the company at the time of the enlisted Soldiers separation from the U.S. Army, completion of active duty training requirements for Army Reserve Soldiers, or commissioning and/or completion of their initial active duty period of service for all ROTC Cadets.

(3) (COMPANY NAME) acknowledges its obligations under the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. Secs. 4301-4335, and agrees that it will observe the provisions thereof regarding any U.S. Army Reserve PaYS participant that it employs. (COMPANY NAME) acknowledges that U.S. Army Reserve service obligations may include many types of service, including weekend drills, annual training, additional duty training, and deployments within the United States or to foreign locations.

(4) (COMPANY NAME) acknowledges that the PaYS Program does not create a veteran's employment preference and is not related to any statutory employment preference. The Army does not require that (COMPANY NAME) start any voluntary preference requirement as part of this agreement. PaYS partners agree to follow local, state, and federal veteran's hiring preferences, where applicable.

(5) (COMPANY NAME) understands and acknowledges that Reserve Component Cadets will attend branch specific training (Basic Officer Leader Course) within one year of their commissioning date.

SUBJECT: Participation in the Partnership for Youth Success Program

(6) (COMPANY NAME) will provide and maintain a point of contact within the company to assist individuals before and during the employment process. The point of contact will inform the PaYS helpdesk of any unique hiring procedures. The PaYS helpdesk will use this information to advise PaYS Soldiers and/or Cadets and answer questions regarding interviewing procedures.

(7) (COMPANY NAME) acknowledges that an individual, who initially indicates intent to seek employment with the company after his or her initial period of enlistment, may later decide to re-enlist in the U.S. Army or obtain employment with another company.

(8) (COMPANY NAME) agrees to provide the Army with joint recruiting opportunities on a periodic basis in various communities served by (COMPANY NAME), such as co-presentations at schools, technical/trade schools, organizations, career fairs and the like. (COMPANY NAME) will designate these opportunities as market and business conditions dictate.

(9) (COMPANY NAME) agrees to provide the Army with information on the ultimate placement of the PaYS veterans. The success of the PaYS program is determined by the number of Soldiers and/or Cadets who interview with their designated partner. Release of interview/hiring information may be limited to raw numbers.

(10) If (COMPANY NAME) uses an electronic process for job application, a means is required to identify Army PaYS Soldiers and/or Cadets. This means will ensure PaYS Soldiers and/or Cadets receive an opportunity for interview.

#### 6. Points of Contact.

(COMPANY NAME)  
ATTN:  
Address:  
Address:

Army Marketing and Research Group  
ATTN: PaYS Program Manager  
SAMR-SI  
2530 Crystal Drive  
Taylor Bldg, Suite 4150  
Arlington, Virginia 22202

#### 7. Other Provisions.

a. All agreements herein are subject to, and will be carried out in compliance with, all applicable Federal laws, regulations, and other legal requirements.

b. This Agreement is not legally enforceable and shall not be construed to create any legal obligation on the part of either party. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

c. Participation in the PaYS Program is not a Government contract within the meaning of the Federal Acquisition Regulation, and does not confer upon (COMPANY NAME) Government contractor or subcontractor status for purposes of Executive Order 11246 and other Federal laws.

d. This Agreement is neither a fiscal nor a funds obligation document. Nothing in this Agreement authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

8. Modification. This Agreement may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

SUBJECT: Participation in the Partnership for Youth Success Program

9. Duration of Agreement and Termination. This Agreement is effective on the date of the final signature and will remain in effect until it is terminated by mutual agreement of the parties or by either party providing ninety (90) days written notice to the other. Should the agreement be terminated unilaterally or by mutual agreement of the parties, any Soldier or Cadet enrolled with (COMPANY NAME) will be given the opportunity to select another PaYS partner and severs any ties between Army participants and (COMPANY NAME).

APPROVED BY:

\_\_\_\_\_  
SIGNATURE AUTHORITY  
Title  
(COMPANY NAME)

\_\_\_\_\_  
USAREC OR USACC GENERAL OFFICER  
Brigadier General, USA  
Deputy Commanding General

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)

**SAMPLE ONLY - DO NOT COPY**