**ARMED FORCES RESERVE COMPONENT TRAINING AGREEMENT**

**BETWEEN**

**THE DEPARTMENT OF THE ARMY**

**AND**

**(INSERT RESERVE COMPONENT NAME)**

(***This is an*** ***EXAMPLE agreement. Modify as appropriate.)***

ARTICLE I – PURPOSE AND AUTHORITY

This Agreement is entered into pursuant to section 8124 of the Water Resources Development Act of 2022 (Pub. L. 117-263, Div. H) by and between the U.S. Army Corps of Engineers (USACE), and [Insert reserve component], (hereinafter “the Reserve Component") for the purpose of the Reserve Component, in carrying out military training activities or otherwise fulfilling military training requirements, performing the services and furnishing the supplies referenced herein in support of [insert water resource development project or program supported].

ARTICLE II – SCOPE OF WORK

[Insert detailed description of the entire project without regard to which Party will accomplish which portions of the project (the contributions from each Party will be laid out in the “RESPONSIBILITIES OF THE PARTIES” section below). Project description should include a detailed description of the project site/location and project schedule, which may be incorporated by reference and included as an attachment].

ARTICLE III – RESPONSIBILITIES OF THE PARTIES

a. In carrying out [insert specific training activities/requirements of the Reserve Component] the Reserve Component shall provide the following services and supplies to accomplish the scope of work described in Article II: [insert specific services/supplies that the Reserve Component will contribute].

b. The Reserve Component shall ensure that supplies furnished meet USACE specifications and standards. Work execution, to include material handling, storage, and disposal, shall comply with provisions of EM 385-1-1, Safety and Health Requirements Manual. All supplies furnished by the Reserve Component in accomplishing the scope of work, to include any resulting facilities or improvements, shall become USACE property.

c. The Reserve Component shall obtain USACE approval of any design/construction plans prior to commencing any construction activities.

d. USACE shall provide the following services and supplies to accomplish the scope of work described in Article II: [insert specific services/supplies that USACE will provide, to include any security or site access permissions].

e. [insert additional responsibilities as necessary (e.g., responsibility for travel costs—note: any Reserve Component travel funded by USACE must be in direct support of a USACE project/program; funding must be properly available for the purpose of the travel and must be provided under a separate, properly executed Economy Act order)]

ARTICLE IV – FUNDING AND STATUS OF RESERVE COMPONENT PERSONNEL

a. This Agreement does not document nor provide for the exchange of funds between the parties. Any exchange of funds between the Parties must be made by separate agreement and under specific statutory authority; this agreement does not provide such authority.

b. Each party is responsible for the command and control and all costs of its personnel, including but not limited to, pay and benefits, support, and travel [as applicable, alter to indicate that travel will be funded by USACE via a separate Economy Act order]. Decisions, agreements, and/or disputes regarding the pay and benefits of Reserve Component personnel are entirely the responsibility of the Reserve Component and the Reserve Component personnel.

c. Reserve Component personnel are not considered USACE employees nor do they qualify as volunteers under 33 U.S.C. 569c. Accordingly, Reserve Component

personnel are not eligible to receive the liability protection or work injury compensation benefits provided under chapter 171 of Title 28 and chapter 81 of Title 5 of the United States Code.

d. USACE may authorize Reserve Component personnel to operate, for official use, government-owned or leased vehicles, vessels, machinery or other specialized equipment if deemed appropriate and beneficial. Reserve Component personnel must have the proper training, license, and/or experience in accordance with USACE operator permit policies, before operating a government-owned or leased vehicle, vessel, or equipment. The Reserve Component is liable for damages to government property if the Reserve Component personnel’s negligence or willful misconduct is the proximate cause of the loss, damage or destruction of USACE property.

ARTICLE V - FEDERAL AND STATE LAWS

In the exercise of their respective rights and obligations under this Agreement, USACE and the Reserve Component agree to comply with all applicable Federal and State laws and regulations.

ARTICLE VI - DISPUTES.

Any disputes relating to this Agreement will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

ARTICLE VII - AMENDMENT, MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written, mutual agreement of the Parties. Either Party may unilaterally terminate this Agreement by providing at least [insert number] days written notice to the other Party.

ARTICLE VIII - EFFECTIVE DATE

This Agreement takes effect when signed by the last Party.

ARTICLE IX – EXPIRATION DATE

This Agreement expires upon completion of the scope or work or completion of the Reserve Component training exercise, whichever occurs first.

ARTICLE X - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Reserve Component:

**[TITLE]**

**[ADDRESS]**

If to USACE:

District Engineer

\_\_\_\_\_\_\_\_\_\_\_\_ District

**[ADDRESS]**

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander*, \_\_\_\_\_\_\_\_\_\_\_\_\_\_* District.

The Department of the Army *[RESERVE COMPONENT]*

BY: BY:

TITLE: TITLE:

DATE: DATE: