



DEPARTMENT OF THE NAVY  
OFFICE OF THE JUDGE ADVOCATE GENERAL  
1322 PATTERSON AVENUE SE SUITE 3000  
WASHINGTON NAVY YARD DC 20374-5066



## U.S. Navy JAG Corps Internship/Externship Agreement For Law Students to Receive Academic Credit

### References

- (a) 10 U.S.C. §1588
- (b) OPNAVINST 5830.1D
- (c) JAGINST 1150.1E
- (d) JAGINST 5803.1E
- (e) ABA Standards, Rule 304

This agreement is entered into between \_\_\_\_\_, hereinafter known as the “Institution,” and the United States Navy Judge Advocate General’s Corps, hereinafter known as the “Organization,” a Federal public agency, under the authority of reference (a), as implemented by references (b)-(d), for the purpose of providing work to students in order to receive academic credit at the Organization in accordance with the American Bar Association Standards and Rules of Procedure for Approval of Law Schools Rule 304 (*Simulation Courses, Law Clinics, and Field Placements*).

Schedules to be attached to this agreement from time to time must be signed by an authorized official of the Institution and the Organization and must set forth—

1. brief descriptions of the work to be performed by students under this agreement;
2. the names of students to be employed;
3. the hourly rates of pay; and
4. the average number of hours per week each student will work.

Volunteer service allows the Organization to provide uncompensated educational experience. Per reference (a) and (b), participants are not considered Federal employees for any purpose other than for Federal Tort Claims provisions and for purposes relating to compensatory injuries sustained during the performance of work assignments. Volunteer service does not lead to noncompetitive permanent employment with the Department of the Navy or with any other Federal agency. The Organization fully complies with Federal law applicable to voluntary service, including internships and externships.

## Internship/Externship Work Content

Students are required to perform legal tasks such as research, analysis, investigation, counseling, or legal writing. Non-legal clerical or other tasks should not be a significant part of the students' experience.

Students should be provided with an opportunity to discuss legal issues of concern in the internship/externship with attorneys or judges at the placement, and should be provided with an opportunity to meaningfully observe the inner workings of the legal system.

## Responsibilities

As participants of this Internship/Externship Agreement, the Organization, Student, and Institution agree to the following:

### Attorney Supervisor at Organization

1. Education: The internship/externship experience is an educational experience for the benefit of the Intern/Extern.
2. Supervision: Attorney Supervisors will have direct supervision of the Intern/Extern's performance. Attorney Supervisors will direct, monitor, and mentor the Intern/Extern throughout the semester, summer, or other period of performance. Attorney Supervisors are expected to meet frequently with Interns/Externs in order to provide meaningful feedback and an opportunity to discuss observations, experiences, and other issues relevant to the profession.
3. Feedback: Attorney Supervisors will provide specific, individualized, and timely feedback on work assignments.
4. Logistics: Interns/Externs will have a designated workspace, materials to do substantive work (e.g., telephone, computer), and support reasonably necessary to complete assignments.
5. Work Assignments: Interns/Externs will be given substantive legal projects, clear deadlines, and on-going guidance for managing the workload. Attorney Supervisors will sign the Intern/Extern's timesheets as required by the Institution.
6. Evaluations: Attorney Supervisors will provide a mid-term evaluation and a final evaluation at the completion of the internship/externship. This evaluation will be provided directly to the Institution within 30 days of the Institution's request.

### Student Intern/Extern

1. Program Requirements: Interns/Externs are responsible for reviewing their Institution's internship/externship policies and procedures and abide by the Institution's program requirements.
2. Work Assignments: Interns/Externs agree to perform the work assigned by the Attorney Supervisor in a timely and professional manner.
3. Professional Responsibility: Interns/Externs understand that the purpose of the Internship/Externship Program is to grant them the opportunity to receive hands-on

- lawyering experience and, in doing so, they must be familiar with and abide by the appropriate jurisdiction's Rules of Professional Conduct and other rules, guidelines, or policies applicable to the Organization, including reference (d).
4. Privileged Information: Interns/Externs will preserve and protect all confidential and privileged information of the Organization and its clients. This confidentiality includes all communications made outside of the Organization, including but not limited to journals, other advising faculty member requirements, discussions, and in meetings with the advising faculty member or Institution Program Director.
  5. Goals: Interns/Externs will articulate specific, measurable goals and discuss both their goals and strategies for achieving them with their supervising attorney and relevant faculty members at the Institution at the beginning of the semester, summer, or other period of performance. Interns/Externs will assess progress in meeting their articulated goals throughout the semester, summer, or other period of performance.
  6. Time Sheets: Interns/Externs agree to establish a work schedule with the Attorney Supervisor at the beginning of the internship/externship. Interns/Externs agree to maintain detailed weekly time sheets describing the placement activities. Interns/Externs must submit signed time sheets to the Institution on a recurring basis as required by or in accordance with the Institution's Internship/Externship Program.

#### Institution (Field Placement Office / Director of Externships)

1. Educational Quality and Integrity: The Institution will maintain regular communication with all Attorney Supervisors via in-person conference, telephone, and/or email to monitor the Intern/Extern's performance and ensure the quality of the internship/externship experience.
2. Communication: The Institution will be available to assist Attorney Supervisors and Interns/Externs should any questions or concerns arise during the internship/externship.
3. Intern/Extern Supervision: The Institution will review all forms submitted by the Interns/Externs to ensure they comply with the Institution's Internship/Externship Program requirements.

By our signatures below, we acknowledge that we have reviewed and understand the roles set forth in this Internship/Externship Agreement and agree to act in accordance with these responsibilities and expectations.

INSTITUTION

ORGANIZATION

\_\_\_\_\_  
*Signature of Institution Official*

\_\_\_\_\_  
*Signature of U.S. Navy JAGC Official*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Address*

\_\_\_\_\_  
*Address*

**Internship/Externship Agreement**  
**Schedule A – Position Description**

Name of Student: \_\_\_\_\_

Organization Coordinator: \_\_\_\_\_

Student's Direct Supervisor: \_\_\_\_\_

Supervisor's Telephone Number: \_\_\_\_\_

Specific Job Description: The Navy JAG Corps provides legal services to support fleet readiness and effective operation of the military justice system. These services include legal advice to military commanders, legal assistance to military families, and military justice litigation. During the internship/externship, students will assist in providing legal services within the Department of the Navy.

Select Appropriate Box:      Fall Semester       Spring Semester       Summer

Anticipated Start Date: \_\_\_\_\_

Anticipated End Date: \_\_\_\_\_

Anticipated Work Schedule: \_\_\_\_\_

Hours per Week: \_\_\_\_\_

Organization's Signature: \_\_\_\_\_

Institution's Signature: \_\_\_\_\_

Student's Signature: \_\_\_\_\_