

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
OFFICE OF THE UNDER SECRETARY OF DEFENSE FOR PERSONNEL AND
READINESS, U.S. DEPARTMENT OF DEFENSE AND

Strike Labs LLC

SKILLBRIDGE PROVIDER

This Memorandum of Understanding (MOU) is between the Office of the Under Secretary of Defense for Personnel and Readiness (USD(P&R)) of the U.S. Department of Defense (DoD) and

Strike Labs LLC, hereinafter referred to collectively as the
“Parties”.

1. BACKGROUND: The DoD SkillBridge Program (sometimes referred to by the Military Departments as the Career Skill Program (CSP)), is a program that encourages Service members to capitalize on training and development opportunities throughout their military career so that they may grow and develop as professionals fully capable of serving the Nation – both during their time in uniform and after their term of military service, as civilians. SkillBridge programs hosted by public and private organizations are vetted and, if appropriate, approved by the Office of the USD(P&R). In order for a program to receive initial approval by the Office of the USD(P&R), the hosting organization must enter into an MOU with the Office of the USD(P&R) acknowledging certain rules and requirements in operating the program. Additional, more detailed Memoranda of Understanding or Memoranda of Agreement (MOA) with each Military Department participating in the program may also be required in order to meet command, installation and Service-specific requirements.

2. AUTHORITIES:

- 2.1. DoDI 1322.29 “Job Training, Employment Skills Training, Apprenticeships, and Internships (JTEST-AI) for Eligible Service Members,” 24 January 2014
- 2.2. DoDI 1344.07 “Personal Commercial Solicitation on DoD Installations”, 30 March 2006
- 2.3. DoDI 1000.15 “Procedures and Support for Non-Federal Entities Authorized to Operate on DoD Installations”, 24 October 2008

3. PURPOSE: This MOU establishes parameters for the participation of transitioning Service members in Strike Labs LLC’s proposed SkillBridge Program (the Program). Service members who are within 180 days of separating from service and who have completed at least 180 days of service are eligible for consideration. Specifics of the program, to include the type and duration of the

training, apprenticeship, or internship provided through the program, will be established in Department-specific MOU/MOAs or Office of the USD(P&R) authoritative public interface.

4. UNDERSTANDINGS OF THE PARTIES:

4.1. The Office of the USD(P&R) will:

4.1.1. Ensure that each Military Department participating in the program appoints a representative at each installation hosting activities of Strike Labs LLC's SkillBridge program to maintain continuing liaison with the designated representatives of Strike Labs LLC.

4.1.2. Ensure that participating Military Departments provide installation access to Service members participating in Strike Labs LLC's SkillBridge program on installations under the Department's authority in accordance with base access requirements.

4.1.3. Inform relevant Service member populations about the availability of Strike Labs LLC's program and refer interested candidates to appropriate resource material for more information on Strike Labs LLC's program.

4.1.4. Ensure that participating Military Departments pre-screen applicants to ensure they meet minimum requirements to participate and have received approval to participate from the first field grade commander, O-4 and above, in the Service member's chain of command, who is authorized to impose non-judicial punishment under 10 U.S.C. 815, Article 15, also known as the Uniform Code of Military Justice (UCMJ).

4.1.5. Authorize designated SkillBridge training locations as places of duty for participating Service members, with the understanding that a member's participation in the program may be terminated at any time, based on mission requirements, the member's conduct, and/or other Service needs.

4.2. The Service member shall adhere to the rules, regulations, procedures, and policies of Strike Labs LLC while on Strike Labs LLC's premises including, but not limited to, rules stated in the Service member Statement and Acknowledgement, if applicable. This includes the DoD requiring individual non-disclosure agreements from the Service member.

4.3. Strike Labs LLC will:

- 4.4. Provide no remuneration to Service members for services performed while participating in the program, further, ensure program participants comply with other restrictions on acceptance of compensation and gifts, bars on representation of Strike Labs LLC before Federal employees, and other ethics rules applicable to Service members as expressed in the criminal conflict of interest statutes (18 U.S.C. § 201209), the Standards of Conduct for Employees of the Executive Branch (5 C.F.R. 2635), and the Joint Ethics Regulation (DoD 5500.07-R).
- 4.4.1. Appoint a representative to maintain continuing liaison with USD (P&R), designated Military Department, and installation representatives.
- 4.4.2. Assume overall responsibility for the execution of its SkillBridge program, both on and off participating Military installations.
- 4.4.3. Screen and select participants for Strike Labs LLC's SkillBridge program from among those candidates approved for participation by Military Department authorities.
- 4.4.4. Maintain regular communication with Service members who are SkillBridge program participants and their host employers. Notify the appropriate Military Department, installation liaison, or command approving authority immediately upon learning of any attendance issues, disciplinary concerns, or injuries relating to a Service member who is a SkillBridge participant.
- 4.4.5. Conduct a program feedback survey with Service member SkillBridge program participants and work with designated Military Department installation representatives to address any program concerns and, if necessary, to provide final outcomes to USD(P&R).
- 4.4.6. At a minimum, provide 90-, and 180-day post-program employment updates to USD(P&R) and the Military Department liaison when identified by the Military Department.
- 4.4.7. Strike Labs LLC shall not suggest official DoD or Military Department sanction or endorsement of its products or services because of participation in the SkillBridge program or otherwise.
5. Inform the Installation Public Affairs Office (PAO) when any media coverage is expected relating to the Strike Labs LLC's SkillBridge program. All materials intended for use in connection with such coverage must be provided to the PAO.

6. PERSONNEL: Each party is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for the supervision and management of its own personnel.

7. GENERAL PROVISIONS:

- 7.1. POINTS OF CONTACT: The following points of contact (POCs) will be used by the Parties to communicate the implementation of this MOU. Each party may change its POC upon reasonable notice to the other party.

- 7.1.1. For the Office of the USD(P&R):

Dr. Eric Russi

eric.russi2.civ@mail.mil
4000 Defense Pentagon, Rm
1E525, Washington D.C.
20301-4000

- 7.1.2. For Strike Labs LLC

Email: john@strikelabs.io

Mailing address: 91 Labbance Lane
Fairfield, CT 06824

- 7.2. CORRESPONDENCE: All correspondence *except for initial transmission of this agreement* to be sent and notices to be given pursuant to this MOU will be addressed to (**do NOT email or mail** this form to contact noted here):

- 7.2.1. For the Office of the USD(P&R):

Dr. Eric Russi

eric.russi2.civ@mail.mil
4000 Defense Pentagon, Rm 1E525, Washington D.C. 20301-4000

- 7.2.2. For Strike Labs LLC :

Email: john@strikelabs.io

Mailing Address: 91 Labbance Lane
Fairfield, CT 06824

- 7.3. REVIEW AND MODIFICATION OF MOU: This MOU will be in its entirety triennially and updates will be initiated, as required. This MOU may only be modified by the written consent of the Parties, duly signed by their authorized representatives.

- 7.4. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower, other than participating Service members, between the two parties nor does it make any commitment of funds or resources.

- 7.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19 "Support Agreements".
- 7.6. NONENDORSEMENT: In accordance with the Joint Ethics Regulation, DoD is prohibited from endorsing or implying that it will endorse any nonfederal entity, event, product, service or enterprise. The Parties recognize
that this agreement does not constitute DoD endorsement of
Strike Labs LLC _____ or
any of its products or services.
- 7.7. TRANSFERABILITY: This MOU is not transferable except with the written consent of the Parties.
- 7.8. TERMINATION OF UNDERSTANDING: This MOU may be terminated by any Party with 90 days written notice to the other Party. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that it is no longer able to meet the terms of this MOU based on military operational requirements or national emergency. The DoD may terminate this MOU without written notice if DoD determines, in its sole discretion, that the SkillBridge provider has failed to comply with the terms of this MOU.
- 7.9. SERVICE MEMBER RELEASE FROM SKILLBRIDGE OPPORTUNITY:
Either the DoD or **Strike Labs LLC** _____ may release a Service member from the Program if, in the opinion of either party, the Service member is not actively and satisfactorily participating with the provided training. The DoD may release a Service member from placement with **Strike Labs LLC** _____ if it determines that the Service member is not being utilized by **Strike Labs LLC** _____ consistent with the goals of the Program. Prior to releasing the Service member, DoD and **Strike Labs LLC** _____ shall confer and try to resolve the issue(s), short of release of Service member from the Program. However, for the avoidance of doubt, each party retains ultimate right to end the Program after consultation with the other party.
- 7.10. CONSENT TO IDENTIFICATION: Neither party shall use the other party's name outside their organization without the other party's express written consent, which consent shall not be unreasonably withheld or delayed. Such consent shall not be unreasonably withheld or delayed.
- 7.11. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties.

7.12. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

7.13. EXPIRATION DATE: This MOU expires on 7/20/2024 (date to be determined by *agreement between DoD and organization's representative*).

AGREED:

For Strike Labs LLC

Name: John Casano



6/28/2021

sign

date

For the Office of the USD(P&R)

KUN.BORIS.
1295951016

Digitally signed by
KUN.BORIS.1295951016
Date: 2021.07.20
14:00:09 -04'00'

7/20/2021

sign

date