

**OVERSEAS EMPLOYMENT AGREEMENT**  
(With Return Rights)

1. This document represents an agreement between the \_\_\_\_\_  
and the undersigned and becomes effective upon my assignment on Okinawa, Japan, to the  
position of \_\_\_\_\_  
(Title, Series, Grade and Number)  
located at \_\_\_\_\_

2. By accepting this assignment to a foreign area, I understand and agree to the following  
limitations which are imposed on the length of time I am authorized to remain in this or another  
foreign area.

a. My initial period of foreign service is limited to the prescribed tour of duty for the area  
to which assigned, used to establish return transportation entitlement. Any extension beyond  
this period is subject to both my approval, and that of management.

b. If I am authorized, and elect to exercise renewal agreement travel for the purpose of  
serving a subsequent tour of duty in the same or another foreign area, my period of service will  
then be limited to the prescribed tour required by such agreement. Any extension beyond that  
period is subject to both my approval, and that of management.

c. Department of Defense policy limits foreign area service of employees assigned to  
positions subject to the DOD rotation program to a period of five years. My foreign service will  
be limited by that policy if, after completion of five years foreign area service, I am serving in or  
assigned to a position subject to the DOD rotation program.

When notified that my foreign service will not be extended beyond the initial or subsequent tour  
of duty, or when advised that my return is required because of the DOD rotation program, I  
agree to request return assignment by applying to exercise my return rights; or if those rights  
have expired, by registration in the DOD priority placement program. Further, I agree to accept  
the position offered from such application or registration which will fulfill my obligation to return  
from the foreign area. I understand that procedures for return placement through the DOD  
priority placement program provide an initial period of voluntary registration and if not placed,  
mandatory expansion of registration to all DOD activities in the continental United States.

3. I understand that I have been granted return rights to my former position of \_\_\_\_\_  
(Title, Series, Grade and Number)  
located at \_\_\_\_\_

I understand that I must satisfactorily complete the required period of overseas service  
established for the area to which I am assigned. I understand that I must apply to exercise my  
return rights. In order to assure availability of return transportation at the time I desire to  
exercise my return rights, and to provide sufficient advance notice to the activity to which my  
return rights apply, I will notify my servicing civilian personnel office at least 90 days in advance  
of the date I wish to depart from the overseas area. Any early release from the period specified  
in my transportation agreement must be approved by the overseas activity. Unless terminated  
for a reason listed below, I understand my return rights expire five years after my assignment  
overseas, unless an extension is granted. Return rights are terminated earlier for any of the  
following reasons:

- a. Resignation
- b. Separation for cause
- c. Transfer to an agency outside the Department of Defense
- d. Failure to accept the position to which return rights apply
- e. Assignment to any DOD activity in the CONUS or Hawaii

If my former position does not exist when I exercise my return rights, I understand I will be returned to a vacant-position at the same grade level as that to which I have return rights or to a position at the same grade level established for 90 days. If I am returned to a position established for 90 days, I understand that I will be placed in a continuing position for which I qualify at that grade which may become available during that period; otherwise, my assignment rights beyond that 90 day period will be determined by reduction-in-force procedures. I also understand that my return rights may be transferred to a different geographic area in the event the function to which my return rights apply is transferred, or if my former activity has been deactivated.

4. I understand and accept the conditions established in this agreement. I understand that failure to request and accept return assignment as I have agreed to do in paragraph 2 above, may result in my separation from \_\_\_\_\_ employment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Selectee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Placement Officer

\_\_\_\_\_  
Location