



Department of Defense

INSTRUCTION

NUMBER 1025.6
December 20, 1996

ASD(S&R)

SUBJECT: National Security Education Program (NSEP) Service Agreement

- References: (a) Sections 1901-1910 of title 50, United States Code
(b) Section 558 of Public Law 103-337, "National Defense Authorization Act for Fiscal Year 1995," October 5, 1994
(c) DoD Instruction 1025.3, "Administrator, National Security Education Program," January 19, 1993
(d) Section 3717 of title 31, United States Code
(e) Section 111 of title 10, United States Code

1. PURPOSE

This Instruction under reference (a) provides guidance for administering and executing the Service Agreement under the NSEP. The Service Agreement is an obligation signed by those students receiving scholarship and fellowship awards.

2. APPLICABILITY AND SCOPE

This Instruction applies to:

- 2.1. The Office of the Secretary of Defense.
- 2.2. All applicants and recipients of awards under the NSEP.

3. DEFINITIONS

Terms used in this Instruction are defined in enclosure 1.

4. POLICY

It is DoD policy that:

4.1. A recipient must enter into a Service Agreement before receipt of an award. The recipient shall agree:

4.1.1. To maintain satisfactory academic progress; and,

4.1.2. To work in an Agency or office of the Federal Government having national security responsibilities, or, if no such position is available, work in the field of higher education in a discipline relating to the foreign country, foreign language, area study, or international field of study for which the award was made after completion of the program of study for which the award was granted.

4.2. Neither the Secretary of Defense nor the United States Government is obligated to provide or offer work or employment to recipients as a result of their participation in the program.

4.3. Program participation shall be restricted solely to those institutions of higher education, associations, organizations, and other entities that do not discriminate against applicants, students and employees on the basis of race, religion, sex, color, disability that is not disqualifying, age or national or ethnic origin, and do not bar campus military recruiting or do not have an anti-Reserve Officer Training Corps policy, as that term is defined in Pub. L. No. 103-337 (1994), Section 558 (reference (b)).

5. RESPONSIBILITIES

The Assistant Secretary of Defense for Strategy and Requirements under the Under Secretary of Defense for Policy, directly or by delegation to the Director of the NSEP under DoD Instruction 1025.3 (reference (c)), shall:

5.1. Make available competitive scholarship and fellowship awards to U.S. citizens who wish to engage in study consistent with the objective of Sections 1901-1910 of 50 U.S.C. (reference (a)).

5.2. Administer or designate an appropriate administrative agent to administer Service Agreements on behalf of the Secretary.

5.3. Provide recipients with Federal employment application material no fewer than 12 months before the completion of the degree for which they are enrolled.

5.4. Work with Agencies or offices in the Federal Government to identify potential employment opportunities for award recipients and make employment opportunities and information readily available to all recipients of awards.

5.5. Require recipients to enter into a Service Agreement as a condition for receiving an award.

5.6. Review and revise the provisions of the Service Agreement and the Service Agreement Reports, as necessary.

5.7. Consider all notices of requests for deferrals, or waivers of the Service Agreement, including adjudication of all cases involving Recipient decline of job offers.

5.8. Stipulate that the recipient of any scholarship or fellowship under this program shall:

5.8.1. Sign a Service Agreement as a condition of receiving an award.

5.8.2. Maintain satisfactory academic progress in the course of study for which assistance is provided, according to the regularly prescribed standards and practices of the institution in which the recipient is matriculating. (Extenuating circumstances, as set forth in subparagraph 6.3.2., below, may be considered as acceptable reasons for non-satisfactory academic progress.)

5.8.3. Acknowledge, in writing, an understanding that failure to maintain satisfactory academic progress constitutes grounds upon which the award may be terminated and the recipient is required to return to the U.S. Treasury the scholarship or fellowships funds already received.

5.8.4. No fewer than 9 months before completion of the degree for which enrolled, submit appropriate Federal employment application material; e.g., Optional Application for Federal Employment (Optional Form 612), resume, curriculum vitae, to the appropriate Administrative Agent for forwarding to National Security Education Program Office (NSEPO).

5.8.5. Upon successful completion of the award program and either completion of the degree for which the student is matriculated or withdrawal from such degree program, accept a position, for a period of time specified in the Service Agreement, either in an Agency or office of the Federal government having national security responsibilities or, if no such position is available, work in the field of higher education in a discipline relating to the foreign country, foreign language, area study, or international field of study for which the award was made.

5.8.6. Reimburse the U.S. Treasury for the total cost of the scholarship or fellowship if the recipient fails to meet the obligations set forth in subparagraphs 5.8.2., 5.8.3., 5.8.4., and 5.8.5., above.

5.8.7. Submit a Service Agreement report to the NSEPO through the appropriate Administrative Agent upon successfully completing the program of study, and semi-annually thereafter until all obligations are satisfied.

5.8.8. Submit to the Administrative Agent any proposed changes to the approved award program.

5.8.9. Notify the Administrative Agent within ten days if advised of failure to maintain academic progress by the institution of matriculation.

5.8.10. Notify the Administrative Agent within ten days of any changes to the recipient's address.

5.8.11. Notify the Administrative Agent should any request for deferral, exemption, or waiver become necessary.

6. PROCEDURES

6.1. Implementing the Service Obligation

6.1.1. The period of service obligation will be determined by the length of time for which assistance is provided for study.

6.1.2. The length of service obligation for undergraduate scholarship recipients shall be no longer than the period for which the scholarship was provided.

6.1.3. The length of service obligation for graduate fellowship recipients shall be equal to the length of support under NSEP auspices but, in general, not less than 1 year.

6.1.4. In the case of subparagraph 6.1.3., above, intermittent, sporadic, or part-time work undertaken to fulfill the service agreement may extend the time required to fulfill the agreement up to a maximum of 3 years.

6.1.5. The Service Agreement and obligation will be specified to the recipient and shall be endorsed by the recipient and by the Director, NSEP, before assistance begins.

6.1.6. The period to begin fulfilling the service obligation for undergraduate scholarship recipients starts on the date of completion of the recipient's study for which the scholarship was provided under the program, and ends not later than 8 years after the recipient completes the study for which the assistance was provided, per reference (a).

6.1.7. The period to begin fulfilling the service obligation for graduate fellowship recipients starts upon completion of the graduate study (either completion of degree program or termination of program of study) for which the award was made and will end 5 years from that date, per reference (a).

6.1.8. The recipient must accept a reasonable offer of employment in an Agency or office of the Federal Government with national security responsibilities, at a salary deemed commensurate with the recipient's education level, consistent with the terms and conditions of the Service Agreement. Failure to accept such a position will result in an immediate requirement to reimburse the United States Treasury for the amount of NSEP support.

6.1.9. Failure on the part of the Federal Government to identify and offer to recipients at the time of graduation from undergraduate education or upon completion of graduate study, a salaried position commensurate with the recipient's education level, in an agency or office of the Federal Government with national security responsibilities, shall result in a formal waiver of the requirement that the obligation must be fulfilled in the Federal Government.

6.1.10. In cases of waiver of the REQUIREMENT to fulfill the service obligation in the Federal Government, the obligation must be fulfilled either by work in the field of higher education in a discipline relating to the foreign country, foreign language, area study, or international field of study for which the award was made, or by service in an Agency or office of the Federal Government having national security responsibilities, per reference (d).

6.2. Reporting Requirements

6.2.1. Recipients will submit the Service Agreement Report to the Administrative Agent semi-annually until all obligations are satisfied.

6.2.2. The recipient will submit the first Service Agreement Report to the Administrative Agent no later than 3 months after completion of the period of study for which the award was made and will submit semi-annual reports thereafter.

6.2.3. The Service Agreement Report must include:

6.2.3.1. Any requests for deferrals, exemptions, or waivers;

6.2.3.2. The recipient's current status (e.g., still pursuing study, completed study, or anticipated completion date); and,

6.2.3.3. A description of specific efforts to obtain employment in the Federal sector or in the field of higher education that would fulfill the service obligation, including a description of positions sought and any positions offered to the recipient.

6.3. Procedures for Terminating Assistance

6.3.1. If the recipient fails to maintain satisfactory academic progress for any term in which assistance is provided, probationary measures of the host institution will apply to the student. Failure to meet the institution's requirements to resume satisfactory academic progress within the prescribed guidelines of the institution will result in the termination of assistance to the recipient.

6.3.2. Extenuating circumstances, such as illness of the recipient or a close relative, death of a close relative, or an interruption of study caused by the host institution, may be considered as acceptable reasons for non-satisfactory academic progress. The recipient must notify the Administrative Agent of any such extenuating circumstances within 10 days of occurrence. The Administrative Agent will review these cases on an individual basis to determine what course of action is appropriate and recommend such action to the NSEPO for final determination.

6.3.3. The Director of the NSEPO will, upon receipt of a request from the Administrative Agent, determine when to terminate assistance to the recipient, if assistance may be reinstated, and when.

6.4. Reimbursements to the U. S. Government

6.4.1. In cases where assistance to the recipient is terminated, the amount the recipient owes to the Federal Government is equal to the support received from the NSEP. Reimbursement to the U.S. Government must be made within 6 months of termination of assistance. Noncompliance will result in the initiation of standard Government collection procedures to obtain payment for overdue indebtedness to the Government, together with interest at the prescribed rate under Section 3717 of 31 U.S.C. (reference (d)), unless a deferral is specifically granted by the NSEPO. Deferrals will be granted only for such extenuating circumstances as outlined in subparagraph 6.3.2., above.

6.4.2. No recipient will be awarded further assistance if any outstanding debt remains unpaid as a result of termination of an award.

6.4.3. If the recipient fails to fulfill the service obligation, either in whole or in part, reimbursement to the U.S. Government for the amount of assistance provided becomes due.

6.4.4. Recipients who do not submit the Service Agreement Report, or who do not have a current Service Agreement Report on file, will be notified by the NSEPO of the intent to pursue collection action.

6.4.5. Reimbursement recovery procedures will include one or a combination of the following:

6.4.5.1. Voluntary repayment schedule arranged between the recipient and the Administrative Agent;

6.4.5.2. Deduction from accrued pay, compensation, amount of retirement credit, or any other amount due the employee from the U.S. Government; or

6.4.5.3. Such other methods as are provided by law for recovery of amounts owed to the U.S. Government.

6.5. Conditions for Deferrals and Waivers of the Service Obligation

6.5.1. The NSEPO will consider requests for deferrals and waivers of the service obligation only under special circumstances. The recipient must submit such requests in writing to:

Director, National Security Education Program
1101 Wilson Boulevard, Suite 1210
Rosslyn P.O. Box 20010
Arlington, Virginia 22209-2248

The request must set forth the basis, circumstances, and causes that support the requested action.

6.5.2. The Director, NSEPO, may approve a request for deferral or waiver of the service obligation for a period of 1 year, and a renewal of the deferral may be granted if properly justified. Final decisions on granting deferrals or waivers rest with, and are at the discretion of, the Director, NSEP.

6.5.3. Conditions under which a deferral of the service obligation may be granted include:

6.5.3.1. Allowing the recipient to continue in an existing program of study;

6.5.3.2. Delays in the hiring process not caused by the recipient, including delays in obtaining a security clearance if required for employment;

6.5.3.3. Federal hiring freezes that adversely affect recipients who are seeking positions with the Federal Government;

6.5.3.4. Unsuccessful good faith efforts to obtain work in the field of study for which assistance was provided;

6.5.3.5. Interruptions in service due to temporary physical or medical disability, or other causes beyond the recipient's control;

6.5.3.6. Conditions under which compliance by the recipient is either impossible, would involve extreme hardship to the recipient, or enforcement of the service or payment obligation would be against the standards of equity and good conscience.

6.5.4. Conditions for requesting a waiver of the service obligation may include:

6.5.4.1. Permanent physical or medical disability that would prevent the recipient from fulfilling the obligation.

6.5.4.2. Inability of the recipient, despite good faith efforts, to obtain a security clearance if such a clearance is deemed necessary for Federal employment.

6.5.4.3. Inability to complete the service obligation due to terminations or interruptions of work beyond the recipient's control.

6.5.4.4. Subsequent active duty service in the U.S. Armed Forces.

6.5.4.5. Death of the recipient.

7. INFORMATION REQUIREMENTS

Information collection requirements imposed by this issuance are licensed under Office of Management and Budget Control Number 0704-0368.

8. EFFECTIVE DATE

This Instruction is effective immediately.



Edward L. Warner, III
Assistant Secretary of Defense
for Strategy and Requirements

Enclosures - 3

- E1. Definitions
- E2. DD Form 2752, "Service Agreement Form"
- E3. DD Form 2753, "Service Agreement Report"

E1. ENCLOSURE 1

DEFINITIONS

E1.1.1. Administrative Agent. An organization, association, college, or university given authority by the Secretary of Defense to administer and monitor the Student Service Agreement. Administrative agents must be private national organizations or associations having an expertise in foreign languages, area studies, and other international fields, that act individually, as a team, or in consortia.

E1.1.2. Agency or Office with National Security Responsibilities. A Federal Agency or office identified by the Secretary of Defense, in consultation with the National Security Education Board, at which a NSEP scholarship or fellowship recipient may fulfill the Service Agreement obligation.

E1.1.3. Agree to be Employed. An act of consent on the part of a scholarship or fellowship recipient to accept employment with an organization defined by the terms and conditions of the service requirement under conditions met by both the Federal Government and the award recipient and stipulated in the terms and conditions.

E1.1.4. Award. Any amount of financial assistance given for undergraduate or graduate study under the NSEP.

E1.1.5. Deferrals. Delay or postponement of obligations included in the Service Agreement.

E1.1.6. Department of Defense. The Executive Department established by Section 111 of 10 U.S.C. (reference (e)) including the components thereof.

E1.1.7. Federal Government. Organizations and Agencies that comprise the Executive, Legislative, and Judicial Branches of the U.S. Government.

E1.1.8. Fellowship. A competitive award given for graduate study under the program.

E1.1.9. Matriculation. Enrollment in an institution of higher education.

E1.1.10. National Security. The definition that is used and implied in the President's National Security Statement, published annually.

E1.1.11. National Security Education Board. A 13-member board established by the Secretary of Defense under Section 1903 of 50 U.S.C. (reference (a)), with responsibilities as specified therein.

E1.1.12. National Security Education Program Office (NSEPO). The office established to administer the NSEP.

E1.1.13. Recipient. An individual who receives a scholarship or fellowship under the program.

E1.1.14. Satisfactory Academic Progress. Performance by the recipient that meets the academic standards and degree requirements of the institution in which he or she is matriculating.

E1.1.15. Scholarship. A competitive award given for undergraduate study abroad under the program.

E1.1.16. Service Agreement. An agreement signed by a recipient in which he or she agrees to maintain satisfactory academic progress while receiving an award, and agrees to perform a specified term of service in return for the award.

E1.1.17. Service Agreement Report. Semi-annual status reports submitted by the recipient to the NSEPO until all Service Agreement obligations are satisfied.

E1.1.18. Waiver. General relief or forgiveness, in whole or in part, of an obligation or obligations incurred through the Service Agreement.

E1.1.19. Work. Any activity, whether remunerative or not, that satisfies the service obligation incurred under this program.

E2. ENCLOSURE 2

DD FORM 2752, "SERVICE AGREEMENT FORM"

NATIONAL SECURITY EDUCATION PROGRAM (NSEP) SERVICE AGREEMENT FOR SCHOLARSHIP AND FELLOWSHIP AWARDS			
PRIVACY ACT STATEMENT			
AUTHORITY: P.L. 102-183, David L. Boren National Security Education Act of 1991, December 4, 1991, as amended, DoDD 1026.2, and E.O. 9367.			
PRINCIPAL PURPOSES: To establish a service agreement for all individuals who receive NSEP scholarships or fellowships.			
ROUTINE USE(S): In the case of a recipient in default of a service agreement, information may be disclosed to consumer reporting agencies to report credit information; and, to other governmental agencies or private organizations to facilitate collection of amounts owed the government. Information is also subject to review through computer matching programs with other agencies to help collect any delinquent debt incurred as a result of the NSEP.			
DISCLOSURE: Voluntary; however, failure to furnish the requested information on this form will result in the DoD not being able to finalize your application for a scholarship or fellowship.			
The information contained in this form will be entered by the Administrative Agent.			
1. RECIPIENT			
a. FULL NAME (Last, First, Middle Initial)	b. SOCIAL SECURITY NUMBER	c. TYPE OF AWARD (X one) SCHOLARSHIP FELLOWSHIP	
d. MAILING ADDRESS			
(1) STREET AND APARTMENT/SUITE NUMBER	(2) CITY	(3) STATE	(4) ZIP CODE
2. SATISFACTORY ACADEMIC PROGRESS AND SERVICE OBLIGATION ACKNOWLEDGEMENT			
I agree that by accepting this National Security Education Program award, I will maintain the academic standards of my home and host institution(s) for the duration of my study program. In accepting this award, I also agree that upon completion of my study program I will be employed in a national security position in the Federal Government or work in the field of higher education in my study-related area.			
3. TERMINATION OF ASSISTANCE			
I understand that this award may be terminated if I fail to maintain the academic standards of my home and host institutions during my study program. If this occurs I understand that I must reimburse the U.S. Government for the amount tendered to me for the award plus interest on that amount from the date of the award at the prescribed rate under Section 3717 of 31 U.S.C.			
4. AMOUNT AND DURATION OF AWARD			
a. AMOUNT	b. DURATION		
	(1) BEGINNING (YYYYMMDD)	(2) ENDING (YYYYMMDD)	(3) TOTAL NUMBER OF MONTHS
5. SERVICE OBLIGATION			
Based on the currently calculated length of time covered by my award, I understand that my term of service will be _____ months. I understand that I am required to submit to the designated Administrative Agent the DD Form 2753, "Service Agreement Report," on an annual basis until all my obligations are satisfied. I understand that I must reimburse the U.S. Government for the amount of the award plus interest if I do not fulfill my work obligations incurred under this program.			
6. CHANGES TO AWARD PROGRAM			
I agree to obtain approval from the Administrative Agent for any academic or administrative change to the approved program for which this award was made (i.e., course and schedule changes, withdrawals, incompletes, unanticipated or increased costs, etc.).			
7. DISCLAIMER			
I understand that this Agreement does not in any way obligate the Federal Government, the Administrative Agent, or the educational institutions with which I am associated to provide me employment, or continue my employment.			
8. CERTIFICATION BY RECIPIENT			
In accepting my award, I certify that I have read and understand the terms and conditions of this agreement and that I will comply with them. This agreement is an important condition of your award. Please read it carefully before signing.			
a. SIGNATURE	b. DATE SIGNED (YYYYMMDD)	9. NOTARY PUBLIC SIGNATURE AND SEAL	
10. DIRECTOR, NATIONAL SECURITY EDUCATION PROGRAM			
a. SIGNATURE	b. DATE SIGNED (YYYYMMDD)		
11. ADMINISTRATIVE AGENT			
a. NAME (Last, First, Middle Initial)	b. SIGNATURE	c. DATE SIGNED (YYYYMMDD)	

DD FORM 2752, JAN 1997

E3. ENCLOSURE 3

DD FORM 2753, "SERVICE AGREEMENT REPORT"

NATIONAL SECURITY EDUCATION PROGRAM (NSEP) SERVICE AGREEMENT REPORT (SAR) FOR SCHOLARSHIP AND FELLOWSHIP AWARDS		Form Approved OMB No. 0704-0368 Expires Oct 31, 1997
<p>The public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Service, Directorate for Information Operations and Reports (DDI/OPR), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.</p>		
<p align="center">PRIVACY ACT STATEMENT</p> <p>AUTHORITY: P.L. 102-183, David L. Boren National Security Education Act of 1991, December 4, 1991, as amended, DoDD 1025.2, and E.O. 9397.</p> <p>PRINCIPAL PURPOSE(S): To monitor the award winner's progress toward fulfilling the service agreement required of NSEP scholarship and fellowship recipients.</p> <p>ROUTINE USE(S): In the case of a recipient in default of a service agreement, information may be disclosed to consumer reporting agencies to report credit information; and to other governmental agencies or private organizations to facilitate collection of amounts owed the government. Information is also subject to review through computer matching programs with other agencies to verify employment status and to help collect any delinquent debt incurred as a result of the NSEP.</p> <p>DISCLOSURE: Voluntary; however, failure to furnish the requested information may result in your being required to reimburse the U.S. Treasury for the total cost of your scholarship or fellowship.</p>		
<p>SECTION I - DEMOGRAPHIC DATA</p>		
1. NSEP SCHOLARSHIP OR FELLOWSHIP IDENTIFICATION NUMBER	2. RECIPIENT NAME (Last, First, Middle Initial)	3. SSN
4. RECIPIENT ADDRESS		
a. STREET AND APARTMENT/SUITE NUMBER	b. CITY	c. STATE d. ZIP CODE
5. RECIPIENT TELEPHONE NUMBER (include area code)	6. HAS THIS ADDRESS CHANGED (X one) YES NO	
	a. SINCE YOU RECEIVED YOUR INITIAL AWARD?	<input type="checkbox"/> YES <input type="checkbox"/> NO
	b. SINCE YOUR LAST SERVICE AGREEMENT REPORT?	<input type="checkbox"/> YES <input type="checkbox"/> NO
7. REPORTING PERIOD		
a. FROM (YYYYMMDD)	b. TO (YYYYMMDD)	8. RECORD OF PAYBACK OBLIGATION
	a. TOTAL MONTHS OF NSEP SUPPORT	b. TOTAL MONTHS OF SERVICE PREVIOUSLY FULFILLED
<p>SECTION II - RECIPIENT'S STATUS (X as applicable)</p>		
9. I HAVE NOT ENGAGED IN ACTIVITIES TO FULFILL MY SERVICE OBLIGATION DURING THIS REPORTING PERIOD. (Complete Section VI.)		
10. I REQUEST TO DEFER THE INITIATION OF MY SERVICE OBLIGATION UNTIL _____ (Justify your request in Section V.)		(YYYYMMDD)
11. I REQUEST AN EXEMPTION OR WAIVER FROM MY SERVICE REQUIREMENT. (Justify your request in Section V.)		
12. I HAVE BEEN ENGAGED IN WORK IN FULFILLMENT OF MY OBLIGATION DURING THIS REPORTING PERIOD. (Complete Sections III, IV, and VI.)		
<p>SECTION III - DESCRIPTION OF WORK OR SERVICE</p>		
13. NUMBER OF MONTHS ENGAGED IN WORK OR SERVICE DURING THIS REPORTING PERIOD		14. DATES
	a. FROM (YYYYMMDD)	b. TO (YYYYMMDD)
15. POSITION TITLE		
16. TYPE OF WORK OR SERVICE (X as applicable)		
<input type="checkbox"/> a. FULL-TIME POSITION IN THE FEDERAL GOVERNMENT	<input type="checkbox"/> b. PART-TIME POSITION IN THE FEDERAL GOVERNMENT	<input type="checkbox"/> c. POSITION IN HIGHER EDUCATION
17. DESCRIPTION OF DUTIES (include average number of hours per week.)		
18. THE ACTIVITY PROPOSED BY YOU IN ITEM 17 ABOVE IS APPROPRIATE WORK TO HELP FULFILL YOUR SERVICE OBLIGATION.		
a. NAME (Last, First, Middle Initial)	b. SIGNATURE OF NSEP OFFICIAL	c. DATE SIGNED (YYYYMMDD)

DD FORM 2753, JAN 1997

