

HEAVY AIRCRAFT FLIGHT TRAINING AGREEMENT

between the

UNITED STATES OF AMERICA
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION COMMISSIONED OFFICER CORPS

And

(Type or print full name of NOAA Corps Officer selected for Heavy Aircraft Flight Training)

This agreement is entered into between the United States of America, Department of Commerce, National Oceanic and Atmospheric Administration Commissioned Officer Corps (NOAA Corps) and the above-named individual (hereinafter referred to as OFFICER).

In return for accepting an assignment to _____, the Officer hereby agrees to the following terms:

1. Upon selection to heavy aircraft flight training, Officer AGREES TO COMPLETE THE COURSE OF INSTRUCTION required for qualification.
2. Upon completion of heavy aircraft flight training, the Officer AGREES TO SERVE ON ACTIVE DUTY for a period of not less than:

FOUR consecutive years upon completion of training or termination of attendance if attending heavy aircraft flight training FOR THE FIRST TIME, as prescribed at 15 C.F.R. § 998.24(a)(2).

THREE consecutive years upon completion of training or termination of attendance if attending heavy aircraft flight training FOR THE SECOND TIME for the purpose of qualification on new airframes, as prescribed at 15 C.F.R. § 998.24(a)(3).

3. The ____ - year service obligation shall be served CONCURRENTLY with any other active duty service agreement incurred under any other provision of 15 C.F.R. Part 998 or any other provision of law, except for an active duty service obligation incurred for education loan repayment under 15 C.F.R. § 998.27(a) entered into AFTER this agreement, which must be served CONSECUTIVELY to this active duty service obligation.
4. Officer understands that if they do not meet the above terms of this agreement, they will be in breach of this agreement subject to the repayment provisions of 33 U.S.C. § 3006, as prescribed at 15 C.F.R. § 998.30, unless waived pursuant to 33 U.S.C. § 3006(c), as prescribed at 15 C.F.R. § 998.29(a).

5. Pursuant to the repayment provisions, Officer understands that breach of this agreement will result in a DEBT OWED to the United States in an amount that bears the same ratio to the total costs of the training provided to the Officer as the unserved portion of active duty bears to the total period of active duty the Officer agreed to serve under this agreement. The total cost of training to be provided to the Officer under this agreement is _____.
6. The Director may waive the repayment requirement if the Officer becomes unqualified to serve on active duty due to a circumstance not within the control of that Officer, or the Officer is not physically qualified for service because of a physical or medical condition that was not the result of the Officer's own misconduct or grossly negligent conduct.
7. This agreement shall be effective only if countersigned within 60 days.

I have read and understand the terms and conditions of this agreement.

Officer's Name (<i>Last, First, Middle Initial</i>)	Officer's Signature	Date (YYYY-MM-DD)
Name of NOAA Official (<i>Last, First, Middle Initial</i>)	Signature	Date (YYYY-MM-DD)

Privacy Act Statement

Authority: Privacy Act of 1974, 5 CFR Part 293, Personnel Records and Part 297, Privacy Procedures for Personnel Records; 33 U.S.C. § 3006 and 15 C.F.R. Part 998, Subpart C, Active Duty Service Obligations of NOAA Corps Officers.

Purpose: The information on the form is used primarily as an identifier of the person who signs, indicating that the person is in agreement with the terms of accepting a heavy aircraft flight training assignment. Your records are collected and maintained to meet the mandates of law, Executive order, or regulations.

NOAA Routine Uses: Routine Uses include onboarding, security clearance, and other routine uses contemplated within the scope of DEPT-18, OPM GOVT-1, and NOAA-3

Disclosure: Collection of this information is voluntary, but failure to sign the agreement would result in deselection for a heavy aircraft assignment.