

ADVANCED EDUCATION 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 advanced education assignment)

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 (hereafter referred to as "Officer").

In return for accepting a full- or part-time advanced education assignment to:

(type or print name of educational institution and academic program)

The Officer hereby agrees to the following terms:

1. Upon selection to the above named program, the Officer AGREES TO COMPLETE THE COURSE OF INSTRUCTION.
2. Upon completion of the course or termination of attendance, the Officer AGREES TO SERVE ON ACTIVE DUTY for a period of _____, as calculated on the attached worksheet in accordance with 15 C.F.R. § 998.26.
3. Officer understands that if they voluntarily terminate their enrollment or are required to disenroll due to poor performance, the active duty service obligation will still apply and will be based on what would have been the expected graduation date, as prescribed at 15 C.F.R. § 998.25(d).
4. Officer understands that if they are required by the Director, NOAA Corps to terminate enrollment because of a recall to meet urgent mission needs, no active duty service obligation will be incurred.
5. Officer understands that this active duty service obligation is in addition to any prior service obligation. Officer understands that this service obligation shall be served CONCURRENTLY with any other active duty service agreement incurred under any other provision 15 C.F.R. Part 998 (for example, for basic officer training or pilot training) or any other provision of law, EXCEPT FOR:
 - a. Any other service obligations incurred for advanced education or civilian education under 15 C.F.R § 998.25 must be served CONSECUTIVELY to this active duty service obligation; or

- b. An active duty service obligation incurred for education loan repayment under 15 C.F.R. § 998.27(a) entered into AFTER this agreement must be served CONSECUTIVELY to this active duty service obligation.
6. Officer understands that this full time advanced education assignment is considered active duty service and shall be credited toward fulfilling an active duty service obligation incurred any other provision of 15 C.F.R. Part 998 (for example, for basic officer training or pilot training) or any other provision of law, except for a previous service obligation for civilian training or advanced education incurred under 15 C.F.R. § 998.25.
7. 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 and 37 U.S.C. § 373, as prescribed at 15 C.F.R. § 998.30, unless waived pursuant to item 9 below.
8. Pursuant to the repayment provisions, the 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 estimated cost of training to be provided to the Officer that is subject to recoupment under this agreement is _____.
9. The Director, NOAA Corps may waive the service obligation if the Officer fails to satisfy eligibility requirements if the Director determines that the imposition of the repayment requirement and the termination of unpaid amounts of assistance would be contrary to personnel policy or management objective, against equity and good conscience, or contrary to the best interest of the United States, pursuant to 37 U.S.C. § 373(b) as prescribed at 15 C.F.R. § 998.29(b).

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 (YYYYMMDD)
Name of NOAA Official (<i>Last, First, Middle Initial</i>)	Signature	Date (YYYYMMDD)

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 3071(a)(22); 10 U.S.C. § 2005; 37 U.S.C. § 373; 15 C.F.R. §§ 998.25, 998.26, and 998.29, and 998.30.

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 an advanced education 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 withdrawal of assignment to an advanced education program.