NATIONAL SECURITY EDUCATION PROGRAM DAVID L. BOREN FELLOWSHIP TERMS AND CONDITIONS

I agree that in accepting the National Security Education Program (NSEP) David L. Boren Fellowship I will comply with the conditions, terms, and requirements that follow. This agreement is entered into under the authority of 50 U.S.C. § 1902 and Department of Defense Instruction (DoDI) 1025.02, *National Security Education Program (NSEP) Service Agreement.*¹

A. General Conditions

- 1. The Boren Fellowship program is part of the National Security Education Program. All students who receive Boren Fellowships are also considered NSEP award recipients, and must fulfill the NSEP Service Requirement.
- 2. Boren Fellows must be U.S. citizens, and must return proof of citizenship with this Terms and Conditions agreement. Proof of citizenship may be a copy of the photograph page of your valid U.S. passport.
- 3. Boren Fellows must remain matriculated as degree-seeking graduate students at a regionally accredited U.S. post-secondary institution for the duration of the Boren Fellowship. Any fellowship recipient who graduates prior to or during participation in a Boren Fellowship funded study may have his or her fellowship terminated.
- 4. All Boren Fellows must be tested in the language to be studied both prior to and after the Boren Fellowship funded study.
- 5. A person accepting a Boren Fellowship is not by virtue thereof an official or employee of the U.S. Department of Defense or any other agency of the government of the United States of America.
- 6. Boren Fellows are prohibited from engaging in any intelligence activities during the term of the Fellowship, as required by Public Law 102-183, Section 802(f).

B. Academic Progress

Boren Fellows are required to maintain satisfactory academic progress, according to the conditions below.

Boren Fellows are expected to remain in the program for the full term of study, and are
responsible for observing satisfactory academic standards and fulfilling the requirements
and expectations of the NSEP-funded program of study, as well as maintaining a standard
of conduct and integrity in keeping with the spirit and intent of the National Security
Education Program.

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¹ To the extent there may be any inconsistency or conflict between 50 U.S.C. § 1902 and DoDI 1025.02, the provisions of 50 U.S.C. § 1902 prevail over those of DoDI 1025.02. This applies to any and all references to either 50 U.S.C. § 1902 and DoDI 1025.02 throughout this document.

- 2. If the Boren Fellow fails to maintain satisfactory academic progress according to the regularly prescribed standards and practices of the home or host institution for any term in which the Boren Fellowship is provided, probationary measures of the home or host institution will apply to the student. Failure to meet the home or host institutions' requirements to resume satisfactory academic progress within the prescribed guidelines of the home or host institution will result in the termination of the Boren Fellowship to the award recipient. Boren Fellows must notify IIE within 10 days if advised of failure to maintain academic progress by the home or host institution.
- 3. Extenuating circumstances, such as illness of the Boren Fellow 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. Boren Fellows must notify IIE of any such extenuating circumstances within 10 days of occurrence. IIE will review these cases on an individual basis to determine what course of action is appropriate and recommend such action to NSEP for final determination.

C. Service Agreement

All Boren Fellows must sign the *Service Agreement for Scholarships and Fellowships Awards*. All Boren Fellows will incur a service obligation to the United States government, according to the conditions outlined below. The terms of DoDI 1025.02, *National Security Education Program (NSEP) Service Agreement* apply to all applicants and recipients of awards under the NSEP. *See* DoDI 1025.02. ²

1. The NSEP Service Requirement stipulates that an award recipient work in the Federal Government in a position with national security responsibilities. The Departments of Defense, Homeland Security, State, or any element of the Intelligence Community are priority agencies. On a case-by-case basis, NSEP may consider employment with a federal contractor of one of these four priority organizations as meeting the service requirement should the award recipient provide adequate documentation that the salary for the position is funded through a U.S. government contract or cooperative agreement. If an award recipient demonstrates to NSEP that no appropriate position is available in one of these agencies, or a contractor thereof, the award recipient must seek to fulfill the requirement in a position with national security responsibilities in any Federal department or agency. NSEP approval of service outside of a priority agency is contingent upon satisfactory demonstration of a full and good faith effort in accordance with conditions established by NSEP. If an award recipient demonstrates to NSEP that no appropriate position is available in the Federal Government, the award recipient may petition NSEP to fulfill the requirement in an education position directly related to the study supported by the program. The education option is available only after exhausting all opportunities to fulfill the requirement in the Federal Government in accordance with conditions established by NSEP.

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² DODI 1025.02 may also be accessed at http://www.dtic.mil/whs/directives/.

- 2. The duration of the NSEP Service Requirement is equal to the duration of assistance provided under the program, but in no case less than one year of a full-time equivalent.
- 3. The period to commence to fulfill the service requirement may begin at the conclusion of the NSEP-funded study, and ends no later than twenty-four (24) months after the date of graduation from or termination of the program of study for which the Boren Fellowship was awarded.
- 4. Boren Fellows must complete and submit a Service Agreement Report (DD Form 2753) to NSEP three months after program completion and annually until the NSEP Service Requirement is satisfied or waived.
- 5. Boren Fellows must work to satisfy all service requirements in accordance with applicable NSEP service agreements until all NSEP service requirements are satisfied. Work in fulfillment of the NSEP service agreement must be wholly completed within five years of the award recipient's first date of service unless an approved deferral or extension has been granted.

D. Employment Search

- 1. In accepting this Boren Fellowship, I agree to make a full and good faith effort to seek Federal employment in positions for which I am qualified, based on my education and experience.
- 2. I will create and maintain an updated resume on the NSEPNet website, www.nsepnet.org.
- 3. I will seek job search assistance from NSEP as needed after the Boren Fellowship.
- 4. I will document all my job search activities, including submission of formal job applications, through entries in my Job Search History Log located on the NSEPNet website, www.nsepnet.org.
- 5. I understand that I may be offered the opportunity to voluntarily participate in the security clearance process in order to facilitate employment in an area related to national security. I understand that undergoing this process does not guarantee a security clearance.

E. Service Deferrals, Extensions, and Waivers

Conditions for deferrals and waivers of the service obligation are set forth in Department of Defense Instruction (DoDI) 1025.02, *National Security Education Program (NSEP) Service Agreement*.

1. Deferrals of the NSEP Service Requirement will be considered on a case-by-case basis for Boren Fellows who pursue an advanced degree, and will be granted only for such extenuating circumstances as outlined in paragraph B.3, above. I understand that I may

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- request a deferral of the NSEP Service Requirement if I am enrolled in a degree program at an accredited institution of higher education.
- 2. I understand that if I make a good faith effort to fulfill the NSEP Service Requirement and do not have an appropriate offer of federal employment, I may request an extension of one year to fulfill the NSEP Service Requirement.
- 3. I understand that I may request a waiver of the NSEP Service Requirement if extenuating circumstances, such as those outlined in paragraph B.3, above, prevent me from fulfilling the obligation and that final decisions on requests for waivers rest with the Director, NSEP.
- 4. I understand that I must submit a Service Agreement Report (DD Form 2753) to NSEP in order to request a deferral, extension, or waiver of the NSEP Service Requirement.

F. Repayment of Award

- 1. I understand that if I fail to meet the Service Requirement set forth in 50 U.S.C. § 1902 and DoDI 1025.02, and as agreed to in this document and the Service Agreement, I will be obligated to reimburse the U.S. Government for the full amount of assistance provided by the Boren Fellowship, plus interest.
- 2. In cases where a Fellowship is terminated, the amount the award recipient owes to the U.S. Government is equal to the support provided by the Boren Fellowship, plus interest.

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DEFINITIONS

Award Recipient. An individual who receives a scholarship, fellowship, or other award under the NSEP.

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

Boren Fellow. A Boren Fellowship award recipient.

Boren Fellowship. A competitive award granted for graduate study under NSEP.

Boren Scholar. A Boren Scholarship award recipient.

Boren Scholarship. A competitive award granted for undergraduate study abroad under NSEP.

Extension. An authorized 1-year addition to the service deadline based on individual circumstances.

Federal Employment. Part-time, full-time, paid or unpaid work done for the U.S. Government.

Good Faith Effort. Actions an NSEP award recipient must take to remain in good standing in fulfilling the NSEP Service Requirement: (1) Complete and maintain an updated resume on NSEPNet; (2) Document all job search activity including formal job applications through entries in the NSEPNet Job Search History Log; (3) Submit annual Service Agreement Reports (DD 2753) until the NSEP Service Requirement is fulfilled or waived; (4) Identify and apply for positions for which one is qualified in the priority agencies, or a contractor thereof; (5) Seek to fulfill the requirement in a position with national security responsibilities in any Federal department or agency if he or she can demonstrate to the Secretary of Defense, through the Director, NSEP that no appropriate position is available in one of the priority agencies; (6) Seek to fulfill the service requirement by working in the field of education in a discipline related to the study supported by the program if he or she satisfactorily demonstrates to the Secretary of Defense, through the Director, NSEP, that no position is available in the departments, agencies, and offices covered by sections 4 and 5 above; (7) Seek job search assistance when needed from NSEP.

Host Institution. The higher education institution at which the award recipient is studying with NSEP support.

Intelligence Community. A group of executive branch agencies and organizations that work both independently and collaboratively to carry out intelligence activities necessary for the conduct of foreign relations and the protection of the national security of the United States.

Job Search History Log. An online log on NSEPNet (<u>www.nsepnet.org</u>) where NSEP award recipients document specific efforts to identify employment opportunities in the Federal Government that would fulfill the NSEP Service Requirement.

National Security. NSEP focuses on geographic areas, languages, and fields of study deemed critical to U.S. national security. It draws on a broad definition of national security, recognizing that the scope of national security includes not only the traditional concerns of protecting and promoting American well-being, but also the challenges of a global society, including sustainable development, environmental degradation, global disease and hunger, population growth,

migration, economic competitiveness, and a broad range of other professional and academic fields.

Priority Agency. An agency that is part of the Departments of Defense, Homeland Security, State, or any element of the Intelligence Community.

Security Clearance. A determination by the United States Government that a person is eligible for access to classified information.

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