



## **Science, Mathematics and Research for Transformation (SMART) Scholarship Program Service Agreement**

### **Purpose**

The Science, Mathematics, and Research for Transformation Defense Education Program (hereinafter “SMART” or the “Program”) is a scholarship/fellowship for service program in which academically excellent students pursuing degrees in disciplines of particular interest to the Department of Defense (DoD) receive funding for tuition, related educational fees and living expenses.

A DoD agency whose anticipated personnel needs are compatible with an applicant’s field of study (hereinafter “Sponsoring Service Organization” or “SSO”) recommends the applicant for a SMART award. In exchange for the scholarship, SMART participants agree to take part in summer internships and accept a term of post-graduation employment with a DoD agency, usually the SSO.

SMART is authorized by Section 1105 of the Ronald W. Reagan National Defense Authorization Act for Fiscal Year 2005 (Public Law 108-375; 118 Stat. 1811 as amended by National Defense Authorization Act for Fiscal Year 2006, Public Law 109-163 of January 6, 2006; 10 United States Code Section 2191a). The Naval Postgraduate School serves as the Executive Agent (hereinafter “EA”) responsible for the daily administration and implementation of the Program. The EA maintains the SMART Program Office located at 1 University Circle, Herrmann Hall, Rm. 061, Monterey, CA 93943.

This agreement establishes the terms and conditions of participation in the Program and the responsibilities of individuals who have applied for and received a scholarship award under the Program (hereinafter “Participant/s”).

### **Participant agrees to the following terms and responsibilities:**

#### **1. Minimum Conditions for Participant Eligibility**

Participant hereby acknowledges and agrees to the following conditions for eligibility and continued participation in the Program:

- 1.1. Participant certifies that he/she is a United States citizen and 18 years or older as of August 1, 2008. Participant agrees to provide the Program with proof of citizenship.
- 1.2. Participant certifies that he/she is currently enrolled in a full-time accredited program leading to the degree in the specific field for which the scholarship was awarded;
- 1.3. Participant acknowledges that obtaining and maintaining a DoD security clearance is a material requirement for participation in the Program. Participant agrees that if he/she is ineligible for the security clearance required to complete the internship and post-graduation service commitments, Participant will be dismissed from the Program;
- 1.4. Participant acknowledges that participation in the Program is an exclusive commitment and agrees not to accept simultaneous remuneration, scholarships, grants, funding, employment or other support, or promises of such from sources outside the Program without prior

written authorization by the SMART Program Office. The SMART Program Office will not approve outside support valued at or above a cumulative amount of \$5,000 per academic year;

- 1.5. Participant agrees not to accept employment beyond participation in the Program. Upon prior written approval by the SMART Program Office, Participant may accept a position as a Teaching Assistant or Research Assistant if the activity directly contributes to the Participant's academic progress;
- 1.6. Participants receiving a Program award in 2008 must be currently enrolled or approved for full-time enrollment to begin their course of study no later than the Fall term of the 2008/2009 academic year; and
- 1.7. Participant is required to notify the SMART Program Office of all changes that might affect his/her participation in the Program or employment with the U.S. Government. These changes include, but are not limited to, changes in address, residency status and security clearance eligibility.

## **2. Educational Conditions of Award and Participant Responsibilities**

In consideration for funds received under the Program, and as a condition of continued participation in the Program, Participant agrees to fulfill the following educational requirements:

- 2.1. Participant agrees to complete his/her degree at the academic institution for which he/she has received Program funding. Requests to transfer to a different academic institution or to engage in research or fieldwork away from the Participant's academic institution are determined on a case-by-case basis and within the discretion of the SMART Program Office;
- 2.2. Participant agrees to maintain full-time enrollment in the academic institution for which he/she has received Program funding. Requests for a reduction in enrollment status and/or a leave of absence are considered on a case-by-case basis and within the discretion of the SMART Program Office. All tuition, stipend, book allowance and possibly health care benefits will be suspended if Participant fails to maintain full-time status and/or takes a leave of absence;
- 2.3. Participant agrees to maintain both good academic standing as defined by his/her academic institution and a minimum cumulative GPA of 3.0 on a 4.0 scale from all academic institutions attended;
- 2.4. If Participant is pursuing a Ph.D., Participant agrees to pass the qualifiers or equivalent requirements for acceptance as a permanent Ph.D. candidate by the academic institution in which he/she is enrolled;
- 2.5. Participant agrees to timely complete the degree for which he/she receives Program funding. Requests for extensions and reductions of awards are considered on a case-by-case basis and determined in the discretion of the SMART Program Office;
- 2.6. Participant acknowledges that his/her field of study as specified in the application was a primary factor in his/her selection as a SMART award recipient. Participant agrees to complete the degree for which he/she has received Program funding. Requests for a change in a Participant's field of study are considered on a case-by-case basis and determined in the discretion of the SMART Program Office;
- 2.7. Participant agrees to submit to the SMART Program Office, at his/her own expense, official copies of academic transcripts twice a year during each year Participant receives funding. These transcripts must be received by the SMART Program Office on or before August 1 for the previous academic year and again on or before February 15, beginning August 1, 2008. Failure to provide the required transcripts within 30 days after they are due will result in suspension of Participant's stipend. Failure to provide the required transcripts

within 60 days after they are due will result in dismissal from the Program. Other information regarding Participant's academic progress may be required from time to time and a reasonable amount of time for Participant to reply will be granted; and

- 2.8. Participant agrees to submit an educational work plan (hereinafter "EWP") setting forth Participant's degree requirements and projected completion dates to the SMART Program Office on or before October 1 of each year for which Participant receives funding, beginning October 1, 2008. The EWP must be signed by Participant's academic or research advisor. Failure to provide the EWP within 30 days after it is due will result in suspension of Participant's stipend. Failure to provide the EWP within 60 days after it is due will result in dismissal from the Program.

### **3. Internship Requirement**

Participant hereby acknowledges that the internship requirement is an essential element of the Program. In consideration for funds received under the Program, and as a condition of continued participation in the Program, Participant agrees to fulfill the following internship requirements:

- 3.1. Participant agrees to spend a minimum of 10-12 weeks during the summers in between the spring and fall academic terms as an intern with a DoD agency;
- 3.2. Participant acknowledges that while efforts will be made to place Participant in an internship with his/her SSO, such placement is not guaranteed;
- 3.3. Participant agrees to participate in the internship in good faith and to use his/her best efforts to satisfactorily complete internship duties and responsibilities;
- 3.4. Participant acknowledges that requests for waivers of the internship requirement are granted only in extremely rare cases and are considered on a case-by-case basis in the discretion of the SMART Program Office. Participant understands that should he/she be granted a waiver of the internship requirement, Participant will not receive a salary or other Program funding during the waiver period;
- 3.5. Participant agrees to be responsible for obtaining and maintaining the DoD security clearance required to participate in the internship;
- 3.6. Participant hereby acknowledges that his/her time working as an intern is not credited toward Participant's post-graduation service commitment;
- 3.7. If Participant receives less than 1½ years of funding and graduates after completion of that award period, Participant will not complete a summer internship. Rather, Participant will be hired upon graduation to begin completion of the post-graduation service requirement;
- 3.8. If Participant is a current DoD employee (hereinafter "Retention Participant"), he/she agrees to spend the summers in between the spring and fall academic terms working for his/her current employer (hereinafter "Sponsoring Employer"). A Sponsoring Employer may request a waiver of a Retention Participant's internship commitment to enable the Retention Participant to take classes during the summer.

### **4. Post-Graduation Service Commitment**

Participant hereby acknowledges that the post-graduation service commitment is an essential element of the Program. Participant further acknowledges that he/she was selected for a SMART Award with the expectation that Participant would work full-time for the DoD after graduation for a period of time commensurate with the length of the scholarship. In consideration for funds received under the Program, Participant agrees to fulfill the following post-graduation service requirements:

- 4.1. Participant agrees to accept employment with a DoD agency as a federal civilian employee following completion of the degree for which Participant received funding;

- 4.2. Participant agrees to provide the DoD with one calendar year (12 months) of post-graduate employment service for each academic year (generally 9 months) Participant received funding under SMART;
- 4.3. Participant understands that while attempts will be made to place Participant with his/her SSO for completion of the post-graduation service, such placement is not guaranteed and Participant must be willing to relocate to and accept post-graduation employment with a DoD agency anywhere within the continental United States;
- 4.4. Participant agrees to complete the post-graduation service in good faith and to use his/her best efforts to satisfactorily complete his/her duties and responsibilities;
- 4.5. Participant agrees to maintain current contact information with the SMART Program Office and to provide, upon request, information regarding his/her employment status for 10 years after completion of the post-graduation service commitment;
- 4.6. Participant agrees that if he/she fails to fulfill the post-graduation service commitment, Participant will be indebted to the U.S. Treasury and promptly reimburse the U.S. Government for any and all funds expended on behalf of Participant. Participant will receive a reduction in the amount owed commensurate with the time Participant satisfactorily served in the post-graduation commitment;
- 4.7. Participant will not be required to reimburse the U.S. Government if:
  - 4.7.1. a civilian employment position is not available in the DoD within two years of Participant completing his/her degree due to changes in personnel requirements, organizational realignment or staff reductions; or
  - 4.7.2. the Secretary of Defense determines seeking reimbursement is not in the U.S. Government's best interest.

## **5. Employment Status**

In consideration for funds received under the Program, Participant acknowledges and agrees to the following terms and condition relating to his/her participation in the Program, internship and post-graduation service commitment:

- 5.1. Participant will be paid a stipend, salary, or combination thereof during his/her tenure in the Program which includes both the time Participant is pursuing his/her intended degree and the time spent fulfilling the post-graduation service commitment;
- 5.2. Participant acknowledges that he/she is not a federal employee during Participant's academic term unless he/she is a Retention Participant;
- 5.3. Unless Participant is a Retention Participant, Participant will be hired during the internship periods per DoD and Office of Personnel Management qualification standards for the SMART Program student temporary employment;
- 5.4. Unless Participant is a Retention Participant, Participant will be hired as a federal civilian employee for completion of his/her post-graduation service commitment per DoD Qualification Standards. Participant understands that he/she is accepting employment with the DoD effective on a future date of appointment and entry on duty;
- 5.5. If Participant is a Retention Participant, he/she continues to be a federal employee during academic, internship and post-graduation service commitment; and
- 5.6. Participant acknowledges that the conditions and obligations contained in this Service Agreement are in addition to those applicable to other service/agency and/or federal government positions. Participant remains subject to all applicable requirements of federal government employment established by statute, regulation, or policy.

## **6. Termination Clause**

Participant may be terminated from the Program for the following reasons:

- 6.1. Participant makes a change of curriculum or field of study that is not compatible with the Program and/or without prior written approval from the SMART Program Office;
- 6.2. Participant's enrollment is terminated by the academic institution for reasons under the control of Participant including, but not limited to, failure to meet academic or behavioral standards, failure to maintain sufficient diligence in studying or failure to attend all scheduled classes, laboratories or review sessions;
- 6.3. Participant's failure to maintain a full-time enrollment course load;
- 6.4. Participant's failure to maintain a minimum cumulative GPA of 3.0 or higher on a scale of 4.0 from all academic institutions;
- 6.5. Participant's transfer to another academic institution without prior written approval of the SMART Program Office;
- 6.6. Criminal or dishonest conduct by Participant;
- 6.7. Failure to obtain and maintain the security clearance required for participation in the internship and/or post-graduation service commitment;
- 6.8. Material, intentional false statement, deception or fraud in the application, examination for or appointment to the Program;
- 6.9. Alcohol abuse of a nature and duration which suggests Participant would be prevented from performing the duties of the position to which appointed, or would constitute a direct threat to the property or safety of others;
- 6.10. Participant's illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation;
- 6.11. Participant knowingly and willfully engaging in acts or activities designed to overthrow the U.S. Government by force;
- 6.12. Participant's failure to complete degree requirements within the scholarship period without prior written approval of an extension by the SMART Program Office;
- 6.13. Participant's acceleration of the completion of his/her degree requirements by 3 months or more without prior written approval by the SMART Program Office;
- 6.14. Participant's failure to complete the internship and/or post-graduation service commitment in good faith;
- 6.15. Participant's failure to timely submit academic transcripts as requested by the SMART Program Office;
- 6.16. Participant's failure to timely submit EWP's as requested by the SMART Program Office;
- 6.17. Termination of the Participant from any Federal appointment for cause or resignation; or
- 6.18. Participant otherwise breaches the terms of this agreement.

Upon termination, Participant agrees that he/she must promptly reimburse the U.S. Government for any and all monies expended on behalf of Participant under the Program. Participant hereby acknowledges that if he/she fails to promptly reimburse these funds, the U.S. Government will pursue Participant for the funds as debt owed the U.S. Treasury.

## **7. Contract Interpretation and Enforcement**

- 7.1. This Service Agreement contains the entire agreement regarding the Participant's involvement in the Program. Statements, promises, inducements, or documents that are not included in this Service Agreement shall not be valid or binding.

- 7.2. The terms of this Service Agreement are severable. In the event that any part, term or provision of this Service Agreement is deemed invalid or otherwise unenforceable by a court of law with proper jurisdiction, the remainder of this Service Agreement shall not be affected and shall remain in full force and effect.
- 7.3. This Service Agreement is not transferable. No rights or obligations of Participant may be assigned in whole or in part.
- 7.4. This Service Agreement shall be governed by and construed in accordance with Federal Law.

I certify that I have read this Service Agreement and understand and agree to abide by the terms set forth herein. I further certify that I am a United States citizen, and (if a male born after December 31, 1959) have registered with the Selective Service System, or am exempt from having to do so under Selective Service law.

**Name of Recipient:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please sign and return this form in its entirety to:**

**American Society for Engineering Education  
SMART Scholarship Program  
1818 N. Street NW  
Suite 600  
Washington, D.C. 20036**