

Ruth L. Kirschstein National Research Service Award Payback Agreement

To be completed by Trainees and Fellows during the first 12 months of postdoctoral support

NIH estimates that it will take 5 minutes to complete this form. This includes time for reviewing the instructions, gathering needed information, and completing and reviewing the form. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. If you have comments regarding this burden estimate or any other aspect of this burden, send comments to: NIH, Project Clearance Office, 6705 Rockledge Drive MSC 7974, Bethesda, MD 20892-7974, ATTN: PRA (0925-0002). DO NOT RETURN THE COMPLETED FORM TO THIS ADDRESS.

This agreement is an important condition of award. Please read carefully before signing.

Introduction—Section 1602 of the NIH Revitalization Act of 1993, which was signed into law on June 10, 1993, contains provisions which substantially modify the service payback requirements for individuals receiving Ruth L. Kirschstein National Research Service Awards (NRSA). These modifications apply to individuals beginning Kirschstein–NRSA-supported appointments or fellowship awards on or after June 10, 1993. Under these requirements:

- Predoctoral Kirschstein–NRSA recipients will *not* incur a payback obligation;
- Postdoctoral Kirschstein–NRSA recipients will incur a payback obligation only during the initial 12 months of postdoctoral Kirschstein–NRSA support;
- Postdoctoral Kirschstein–NRSA recipients in the 13th or subsequent months of Kirschstein–NRSA support will *not* incur a payback obligation.

Under the new requirements, payback obligations stemming from postdoctoral Kirschstein–NRSA support may be discharged in the following ways:

- By receiving an equal period of postdoctoral Kirschstein–NRSA support beginning in the 13th month of such postdoctoral Kirschstein–NRSA support;
- By engaging in an equal period of health-related research or research training that averages more than 20 hours per week of a full work year;
- By engaging in an equal period of health-related teaching that averages more than 20 hours per week of a full work year.

Kirschstein–NRSA appointments or individual awards will be governed by the service payback requirements articulated in the National Research Service Award Guidelines which appeared in the NIH Guide for Grants and Contracts Volume 26, Number 21, June 20, 1997. These guidelines can be accessed on the NIH Web site at http://grants.nih.gov/grants/policy/nihgps_2001/part_iib_3.htm and

http://www.grants.nih.gov/training/nrsaguidelines/nrsa_III.htm.

I. Service Requirement

In accepting a Ruth L. Kirschstein National Research Service Award to support my postdoctoral research training, I understand that my first 12 months of Kirschstein–NRSA Individual Fellowship support for postdoctoral research training carries with it a payback obligation. I hereby agree to engage in a month of health-related research, health-related research training, or health-related teaching for each month I receive a Kirschstein–NRSA Individual Fellowship for postdoctoral research training up to and including 12 months or, if I receive a Kirschstein–NRSA Individual Fellowship for postdoctoral research training for more than 12 months, I agree that the 13th month and each subsequent month of Kirschstein–NRSA-supported postdoctoral research training will satisfy a month of my payback obligation incurred in the first 12 months. This service shall be initiated within 2 years after termination of Kirschstein–NRSA support. The research or teaching shall be on a continuous basis and shall average more than 20 hours per week of a full work year.

II. Payback Provisions

I understand that if I fail to undertake or perform such service in accordance with Section I above, the United States will be entitled to recover from me an amount determined in accordance with the following formula:

$$A = F [(t-s)/t]$$

where “A” is the amount the United States is entitled to recover; “F” is the sum of the total amount paid to me under the initial 12 months of my postdoctoral Ruth L. Kirschstein National Research Service Award support; “t” is the total number of months in my service obligation; and “s” is the number of months of such obligation served.

Except as provided in Section III below, any amount the United States is entitled to recover from me shall be paid within the 3-year period beginning on the date the United States becomes entitled to recover such amount. The United States becomes entitled to recover such amount 2 years after termination of my

Ruth L. Kirschstein National Research Service Award support if I do not engage in acceptable service payback activities in accordance with Section I. above. If I elect to engage in financial repayment before the end of the 2-year period, the United States becomes entitled to recover such amount on the date of my election. Interest on the amount begins on the date the United States becomes entitled to recover such amount and is at the rate fixed by the Secretary of the Treasury after taking into consideration private consumer rates prevailing on that date. I understand that I will be allowed an initial 30-day interest-free period in which to fully pay such amount, and that I may prepay any outstanding balance after that period to avoid additional interest. I further understand that I will be subject to authorized debt collection action(s) should I fail to comply with the payback provisions of this Section II.

III. Conditions for Break in Service, Waiver, and Cancellation

I hereby understand that the Secretary of Health and Human Services:

- A. May extend the period for undertaking service, permit breaks in service, or extend the period for repayment, if it is determined that:
 - 1. Such an extension or break in service is necessary to complete my clinical training;
 - 2. Completion would be impossible because of temporary disability; or
 - 3. Completion would involve a substantial hardship and failure to extend such period would be against equity and good conscience;

- B. May waive my obligation, in whole or in part, if it is determined that:
 - 1. Fulfillment would be impossible because I have been permanently or totally disabled; or
 - 2. Fulfillment would involve a substantial hardship and the enforcement of such obligation would be against equity and good conscience;
- C. Will, in the event of my death, cancel any obligation incurred under this payback agreement.

IV. Termination Notice-Annual Report of Employment-Change of Address and/or Name

I agree to complete and submit a termination notice immediately upon completion of support. Thereafter, on an annual basis I agree to complete and submit all Payback Activities Certification forms sent to me by NIH or AHRQ concerning post-award activities, and agree to keep NIH or AHRQ advised of any change of address and/or name until such time as my total obligation is fulfilled.

V. Program Evaluation

I understand that I may also be contacted from time to time, but no more frequently than once every 2 years, after the termination of this award to determine how the training obtained has influenced my career. Any information thus obtained would be used only for statistical purposes and would not identify me individually.

VI. Certification

By signing the certification block on the application form, I certify that I have read and understood the requirements and provisions of this assurance and that I will abide by them if an award is made.

Signature: _____ Date: _____

Support received under NIH or AHRQ Award/Grant Number:

Name (Last, first, middle):

Mailing Address:

Privacy Act Statement

The Public Health Service requests this information pursuant to statutory authorities contained in Sections 405(a) and 487 of the Public Health Service Act, as amended (42 USC 284(b)(1)C and 288), and other statutory authorities (42 USC 242(a), 280(b)(4), and 29 USC 670). The information collected will assist in activating the award and facilitate postaward management and evaluation of PHS programs. Although providing the information is voluntary, an individual may not receive support from the grant until the form is submitted. The PHS maintains application and grant records as part of a system of records as defined by the Privacy Act: 09-25-0112, "Grants and Cooperative Agreements: Research, Research Training, Fellowship and Construction Applications and Related Awards." The Privacy Act of 1974 (5 USC 522a) allows disclosures for "routine uses" and permissible disclosures.

Routine uses include:

1. To the cognizant audit agency for auditing.
2. To a Congressional office from a record of an individual in response to an inquiry from the Congressional office made at the request of that individual.
3. To qualified experts, not within the definition of DHHS employees as prescribed in DHHS regulations (45 CFR 5b.2) for opinions as part of the application review process.
4. To a Federal agency, in response to its request, in connection with the letting of a contract or the issuance of a license, grant, or other benefit by the requesting agency, to the extent that the record is relevant and necessary to the requesting agency's decision on the matter;
5. To organizations in the private sector with whom PHS has contracted for the purpose of collating, analyzing, aggregating, or otherwise refining records in a system. Relevant records will be disclosed to such a contractor, who will be required to maintain Privacy Act safeguards with respect to such records.
6. To the sponsoring organization in connection with the review of an application or performance or administration under the terms and conditions of the award, or in connection with problems that might arise in performance or administration if an award is made.
7. To the Department of Justice, to a court or other tribunal, or to another party before such tribunal, when one of the following is a party to litigation or has any interest in such litigation, and the DHHS determines that the use of such records by the Department of Justice, the tribunal, or the other party is relevant and necessary to the litigation and would help in the effective representation of the governmental party.
 - a. the DHHS, or any component thereof;
 - b. any DHHS employee in his or her official capacity;
 - c. any DHHS employee in his or her individual capacity where the Department of Justice (or the DHHS, where it is authorized to do so) has agreed to represent the employee; or

- d. the United States or any agency thereof, where the DHHS determines that the litigation is likely to affect the DHHS or any of its components.
8. A record may also be disclosed for a research purpose, when the DHHS:
- a. has determined that the use or disclosure does not violate legal or policy limitations under which the record was provided, collected, or obtained;
 - b. has determined that the research purpose (1) cannot be reasonably accomplished unless the record is provided in individually identifiable form, and (2) warrants the risk to the privacy of the individual that additional exposure of the record might bring;
 - c. has secured a written statement attesting to the recipient's understanding of, and willingness to abide by, these provisions; and
 - d. has required the recipient to:
 - (1) establish reasonable administrative, technical, and physical safeguards to prevent unauthorized use or disclosure of the record;
 - (2) remove or destroy the information that identifies the individual at the earliest time at which removal or destruction can be accomplished consistent with the purpose of the research project, unless the recipient has presented adequate justification of a research or health nature for retaining such information; and
 - (3) make no further use or disclosure of the record, except (a) in emergency circumstances affecting the health or safety of any individual, (b) for use in another research project, under these same conditions, and with written authorization of the DHHS, (c) for disclosure to a properly identified person for the purpose of an audit related to the research project, if information that would enable research subjects to be identified is removed or destroyed at the earliest opportunity consistent with the purpose of the audit, or (d) when required by law.

The Privacy Act also authorizes discretionary disclosures where determined appropriate by the PHS, including to law enforcement agencies, to the Congress acting within its legislative authority, to the Bureau of the Census, to the National Archives, to the General Accounting Office, pursuant to a court order, or as required to be disclosed by the Freedom of Information Act of 1974 (5 USC 552) and the associated DHHS regulations (45 CFR Part 5).