NAVAL RESERVE OFFICERS TRAINING CORPS
SCHOLARSHIP CONTRACT

Privacy Act Statement

AUTHORITY: The authority to request this information is contained in: 5 USC § 301 (Authorizing Forms and Regulations), Executive Order 9397 (Use of Social Security Numbers), and 10 USC § 2107 (Senior ROTC Financial Assistance Program).

PRINCIPAL PURPOSE(S): The primary use of this information is by officials to administer the Naval Reserve Officers Training Corps (NROTC) Program and to set forth the terms and conditions, including military service obligations under which the Navy will be providing an NROTC scholarship.

ROUTINE USE(S): In addition to those disclosures generally permitted under 5 USC § 552a(b) of the Privacy Act and the routine uses set forth in 32 CFR § 701.112, these records or information contained therein may be disclosed outside the Department of Defense to officials and employees of the college or university in which you enroll, and those of the Veterans Administration, and Selective Service Administration in the performance of their official duties related to enlistment and reenlistment eligibility and related benefits.

DISCLOSURE: Disclosure is voluntary. However, failure to provide the requested information may result in ineligibility for, and/or disenrollment from, the NROTC Program.

This contract (the "**Contract**") is by and between the Department of the Navy (the "**Navy**") and _____
Full Name (Last, First, Middle)
_____ (the "**Student**") and sets forth the terms and conditions of the Student's participation in the Naval Reserve
Social Security Number

Officers Training Corps ("**NROTC**") Program (the "**NROTC Program"**). The Contract is effective as of the first day of the academic term in which it is signed (the "**Effective Date**"). The Student is attending _____ (the "**School**"), is assigned to the NROTC unit located at _____ (the "**Unit**") and is pursuing an academic major leading to a baccalaureate degree that falls in the following tier of preferred academic majors (the "**Tier**")

(NOTE: The Tier was identified in the writing sent to the Student, notifying them they would be receiving an NROTC scholarship) (Check one) :

_____ Tier 1/Tier 2

_____ Tier 3 ____Language Regional Expertise and Culture Program Tier 3

The Student will be participating in the following NROTC Program (check one):

_____Navy Option _____Marine Corps Option ____Navy Nurse Option

1. PURPOSE. The Navy and the Student agree that the purpose of this Contract is for the Navy to provide the educational assistance identified in Paragraph 2.a. (collectively, the "**Scholarship Benefits**") to the Student in exchange for the Student's agreement to serve in the United States Navy or Marine Corps as a commissioned officer and to comply with all other Contract terms and conditions. For clarity, the Contract refers to the Student in the first person.

2. SCHOLARSHIPS

a. Scholarship Benefits. Subject to the terms and conditions in this Contract, the Navy will provide the following Scholarship Benefits:

(1) *Tuition and Fees*. The Navy will pay all tuition and fees charged by the School for courses I take and all mandatory fees (such as health, student activity, library and transcript fees) imposed by the School on ***all*** full-time undergraduate students, which I cannot refuse but am obligated to pay. The Navy will **not** pay for:

(a) Any fee that I incur because I withdrew from a course, or any course that I repeat because I initially failed the course, or any course from which I withdrew after a time when I could have received tuition credit or reimbursement, or any course that I am retaking in an effort to receive a better grade;

(b) Any fees or tuition above or in addition to those normally charged that are for an elective course (such as horseback riding or skiing) not required to complete my degree requirements or to fulfill any NROTC Program requirements, unless my Unit's Professor of Naval Science ("**PNS**") has determined in writing before I enroll in the course that taking the course would improve my understanding of a technical or scientific subject;

(c) Refundable fees, such as deposits required to secure the use of an apparatus used in coursework;

(d) Charges I incur for breaking or damaging property;

(e) Fees assessed by the School for my failure to comply with any School requirement;

(f) Fees for advanced placement examinations, unless my Unit's PNS has determined in writing before I take such an examination, that I will thereby receive credit for courses required to complete my Tier that will enable me to receive my commission earlier than scheduled under this Contract, in which case the Navy will reimburse me for such fees; or

(g) Medical or dental insurance.

(2) *Books*. Each Academic Year, the Navy will pay me a book allowance in the amount then prescribed by the NROTC Program. For purposes of this Contract, "**Academic Year**" is defined as that period which begins on the first day of the School's fall term and ends on the last day of the School's spring term, including the time during which I am taking required and scheduled end of term examinations.

(3) *Monthly Subsistence Allowance*. During my freshman year, the Navy will pay me a monthly subsistence allowance in the amount then prescribed by law and regulation. The amount of this allowance increases as I attain higher academic rank (sophomore, junior or senior) and may be changed by law or regulation during the term of this Contract. I understand that I will not be receiving such an allowance for the period of time when I am on summer training or at-sea training, times during which I am considered to be on active duty and will receive training pay.

(4) *Training Pay and Travel Costs*. The Navy will pay me for participating in summer training or at-sea training, times when I am considered to be on active duty, at the rate established for U.S. Naval Academy midshipmen. I will be entitled to such pay from the day I arrive at the training site to the day I depart. I understand that I am not eligible for training pay while I am traveling to and from the training site. I also understand that my travel costs to and from the training site are payable by the Navy in accordance with applicable travel regulations.

(5) *Uniforms*. The Navy will pay for the military uniform items prescribed for NROTC Program midshipmen by the Navy Uniform Regulations or, if I am a Marine Corps Option Student, by the applicable Marine Corps Order. I understand that I will control and dispose of these items in accordance with the NROTC Program's Regulations for Officer Development, Naval Service Training Command Instruction 1533.2 as now issued and as amended from time to time (the "**Regulation**"). I understand that this Scholarship Benefit is limited to military uniforms only and that I am responsible for purchasing any other item of clothing required by my Tier or for any course of study.

b. Term of Scholarship Benefits. The Navy will begin providing me Scholarship Benefits on the first day of the first full academic term during which this Contract is in effect and will continue to do so for the period of time remaining until I receive a baccalaureate degree in my Tier. I understand and agree, however, that the Navy will provide the Scholarship Benefits for an Academic Year of up to ten (10) months (prorated the first Academic Year if I will not have been an NROTC Scholarship Student the entire Academic Year). I further acknowledge and agree that the Navy will not provide Scholarship Benefits for a total of more than forty (40) months (or, if I have been awarded a scholarship after I have begun my freshman year for the lesser period of time set forth in the writing that notified me I had been awarded an NROTC scholarship) unless I have requested a waiver in writing via my PNS and have been granted such a waiver in writing from Commander, Naval Service Training Command.

3. ELIGIBILITY

a. Initial Eligibility for Scholarship Benefits. I understand and agree that I must meet certain criteria to qualify for the Scholarship Benefits. I therefore warrant and represent that I:

(1) Am a citizen or a national of the United States of America;

(2) Have a high school diploma or an equivalent certificate;

(3) Have been accepted by, and am enrolled as a full time student in, the School;

(4) Am pursuing a course of study leading to a baccalaureate degree in the Tier;

(5) Have no moral objections or personal convictions that will prevent me from obligating myself to bear arms and support and defend the Constitution of the United States against all enemies, foreign and domestic and I agree to take an oath obligating myself to perform such acts;

(6) Have undergone a physical examination and have either (A) been found physically qualified to participate in the NROTC Program by a Department of Defense Medical Examination Review Board medical professional or (B) secured a waiver from the Navy for any disqualifying physical condition;

(7) Have no condition that would disqualify me from military service as an officer or as an enlisted member;

(8) Will be (A) at least 17 years of age on or before 1 September in the year in which I first enroll in the NROTC Program and (B) under 27 years of age on June 30 of the year I receive my commission; and

(9) Have disclosed ***all*** information that may reasonably affect my eligibility for military service.

b. Continuing Eligibility for Scholarship Benefits. To continue receiving Scholarship Benefits following my initial selection, I must:

(1) Be enrolled as a full-time student in, and remain in good standing with, the School, fulfilling all academic requirements;

(2) Continue to pursue a baccalaureate degree in the Tier and not change my major, the type of degree I am pursuing or my Tier without the express prior written consent of my PNS;

(3) If I have been selected as a recipient of a Two-Year NROTC scholarship (as defined in the Regulation), I must take and complete the prescribed Naval Science Institute course during the summer before I am enrolled in the NROTC Program and am appointed a midshipman;

(4) Enlist in the U.S. Navy Reserves or U.S. Marine Corps Reserve (the "**Reserves**") as specified in Paragraph 5 of this Contract;

(5) Remain qualified for military service as an officer, meeting all applicable requirements;

(6) Not be in a leave of absence from, and remain in good standing with, the Unit, fulfilling all NROTC Program requirements, including those set forth in the Regulation; and

(7) Demonstrate active participation in the NROTC Program at the beginning of each Academic Year. I will be considered an active participant under this paragraph if, for the first 45 days of each Academic Year, I am enrolled and participating in all aspects of the NROTC Program, including but not limited to, school courses, Naval Science courses and drill. Failure to comply with this 45-day requirement will (A) render me ineligible to receive any Scholarship Benefits for the fall academic term, meaning that I will be liable for any costs assessed by the School; and (B) make my eligibility for Scholarship Benefits for any future academic terms or course(s) of study voidable at the sole discretion of the Navy.

4. INTERSERVICE TRANSFER/REASSIGNMENT TO A DIFFERENT NROTC UNIT

a. To a Non-Navy/Marine Corps NROTC Program. If I request a transfer to the ROTC program of a military service other than the Navy or Marine Corps, I understand that the Navy will treat this as a request for disenrollment from the NROTC Program.

b. To a Different NROTC Unit or NROTC Program School. If I request a transfer to a different NROTC unit or to a different educational institution that participates in the NROTC Program, I understand that the Navy will process my request in accordance with the Regulation. Such a transfer requires, among other things, the prior, written consent of the commanding officers of both the losing and gaining NROTC units. No such transfer shall be considered approved or effective without the prior, written consent of an authorized Navy official.

5. MILITARY SERVICE OBLIGATIONS. I understand and agree that, if I am signing this Contract during my first year of college, the commitment point after which I may not withdraw or be withdrawn from the NROTC Program without incurring any military service or reimbursement obligations is the first day the Naval Science class convenes during my sophomore year, whether or not I am physically present at that class. In all other cases, this commitment point will commence and be binding upon the Effective Date of this Contract. I will incur these military service or reimbursement obligations if I have not withdrawn from the NROTC Program by the time of that commitment point. Once this commitment point has occurred, I will become subject to the military service requirements set forth in Paragraph 5.b. and to the reimbursement or active enlisted service obligations set forth in Paragraph 6.

a. Enlistment in the Reserves. I understand and agree to enlist in the U.S. Navy or Marine Corps Reserves as follows:

(1) *Entering the NROTC Program from Civilian Life*. If I am entering the NROTC Program from civilian life, I will sign a DD Form 4 (or any forms then used by the Department of Defense to accomplish the same purpose), enlisting for eight (8) years from my date of enlistment.

(2) *Entering the NROTC Program From Active or Inactive Duty*

(a) *From Active Duty*. If I am entering the NROTC Program from active duty, I will be conditionally released from my active duty obligation and will sign a new enlistment contract for the period of time that I will be in the NROTC Program. On signing the new enlistment contract, I will be transferred to the Reserves, subject to the provisions of Paragraph 5.a.(2)(c) below. This release and transfer will be effective as of the day prior to my first day of class at the School. I understand that during the time I participate in the NROTC Program, I will be entitled only to the Scholarship Benefits and no other payments or benefits. I further understand that my release from any active duty obligations is conditioned on my continued participation in the NROTC Program.

(b) *From Inactive Duty*. If I am entering the NROTC Program from a reserve component, I will be conditionally released from my enlistment contract, and will sign a new enlistment contract for the period of time I will be in the NROTC Program, subject to the provisions of paragraph 5.a.(2)(c) below. The new enlistment contract will provide that I will continue to serve in the reserve component but, during the period of time I am participating in the NROTC Program, I will be released from any drilling obligations and will not be called or ordered to active duty. This release and transfer will be effective as of the day prior to my first day of class at the School. I understand and agree that during the time I participate in the NROTC Program, I will be entitled only to the Scholarship Benefits and no other payments or benefits. I further understand and agree that my release from any active duty and drilling obligations is conditioned on my continued participation in the NROTC Program.

(c) *Resumption of Previous Enlistment Obligation on Disenrollment.* If I disenroll or am disenrolled from the NROTC Program, I will be required to serve any unexpired portion of my previous enlistment obligation according to its terms. I agree that my service as an NROTC midshipman will not be counted as service for purposes of fulfilling any existing enlisted service obligation and hereby waive any rights I may have under any law or regulation to the contrary. I understand that my completion of any unexpired enlistment obligation will not relieve me from the reimbursement or active enlisted service obligations described in Paragraph 6.

b. Commissioning as an Officer; Military Service Obligation. Upon my fulfillment of all Contract requirements, including my receipt of a baccalaureate degree in the Tier, and at the discretion of the Secretary of the Navy (the "**Secretary**"), I will be eligible for, and agree to accept a commission as, an officer in the U.S. Navy, either Restricted Line Officer (RL) or Unrestricted Line Officer (URL), or as an officer in the U.S. Marine Corps. The effective date of my commissioning (which may differ from the actual date I receive my commission) will be noted on the commissioning scroll as my date of rank ("**Date of Rank**"). I understand and agree that upon being commissioned, I will be discharged from my enlisted service obligation and incur a new military service obligation ("**MSO**") not to exceed eight (8) years from my Date of Rank. I understand that I cannot resign my commission before I complete this MSO. The time for me to report to duty and complete this MSO, however, may be extended at the discretion of the Secretary of the Navy if I am accepted into a program of graduate or professional study that would delay the commencement of my MSO. I further understand that my active duty service obligation will be extended if I am accepted into a program requiring additional military service and that I may be involuntarily retained on active duty in a time of war or national emergency. I will complete my MSO as follows:

(1) *Active Duty Obligation.* If offered a commission as a regular officer, I will serve on active duty for the following time period, depending on my NROTC Program status as identified in the preamble to this Contract:

(a) If I am a Navy Option participant, five (5) years;
(b) If I am a Marine Corps Option participant, four (4) years; and
(c) If I am a Navy Nurse Program participant, four (4) years.

Whatever my program status, if my regular commission is terminated before the sixth anniversary of my Date of Rank, I will accept an appointment, if offered, in the reserve component of the Navy or Marine Corps and will not resign until I have fulfilled the remainder of my MSO.

(2) *Reserve Assignment*. If offered a commission in the reserve component of the Navy or U.S. Marine Corps, I will serve in that reserve component until I have fulfilled my MSO.

(3) *Combination of Active and Reserve Duty Assignment.* If offered a commission in the reserve component of the Navy or U.S. Marine Corps with an obligation to serve on active duty at least two years, I will serve as requested until I have fulfilled my MSO.

(3) *Secretary of the Navy Discretion*. Notwithstanding anything to the contrary in this Paragraph 5, the Secretary, in his or her sole discretion, may determine that the needs of the Navy require that I be assigned to the Individual Ready Reserve (**IRR**) upon, or at any time after, my commissioning. My service in the IRR will count as fulfillment of my MSO, but not the active duty service obligation I incur under Paragraph 5.b.(1) above. If I am assigned to the IRR, I will be accumulating service time toward fulfillment of my active duty service obligation only during the time that I am activated for duty.

6. FAILURE TO FULFILL CONTRACT OBLIGATIONS; FAILURE TO COMMISSION

a. Reimbursement or Active Enlisted Duty Service Obligation. At the discretion of the Secretary of the Navy or his or her designee, I will be required to either (A) serve on active enlisted duty for a period of at least two (2) years or (B) reimburse the Navy for the cost of the tuition and fees I have incurred under Paragraph 2.a.(1), plus interest, if:

(1) I fail to fulfill any terms or conditions of this Contract;

(2) I become ineligible to serve as an officer prior to commissioning;

(3) I am not offered a commission because the Navy has determined I lack the aptitude or am not suitable to be an officer;

(4) I am disenrolled from the NROTC Program for any reason (including medical or physical disqualification); or

(5) I refuse to accept a commission.

b. Non-dischargeable Debt. I understand that any reimbursement obligation I incur under this Contract is a debt to the United States of America and may not be dischargeable in bankruptcy.

7. GENERAL PROVISIONS

a. Subject to the Availability of Funds. The Navy's financial obligations under this Contract are contingent on the availability of appropriated funds from which payments due under this contract can be made. No legal liability on the part of the Navy for any payment may arise until funds are made available by Congress through the annual federal budget process and are then allocated to the NROTC Program.

b. Incorporation of Program Regulation by Reference. The most current version of the Regulation is hereby incorporated by reference as if fully set forth in this Contract. Any conflicts between the Regulation and this Contract will be resolved in favor of this Contract. A copy of the Regulation shall be made available to the Student by the Unit upon the Student's request.

c. Entire Agreement. This Contract represents the entire agreement of the parties concerning the matters addressed herein and supersedes any prior agreements, understandings, or representations.

d. Modification and Waiver. This Contract may be modified from time to time in writing signed by duly authorized representatives of each party. Oral modifications to this Agreement are not binding on any party. Unless expressly stated in a writing signed by a party, the waiver by a party of any act, duty, or obligation required under this Contract shall not be construed as a waiver of any other, or of any future, act, duty, or obligation to be performed by that party.

e. Captions and Headings. The captions and headings contained in this Contract are for reference purposes only and shall not affect in any way the interpretation of this Contract.

f. No Third Party Beneficiary. Nothing expressed or implied in this Contract is intended, or shall be construed, to confer upon or give any person or entity other than the Student and the Navy any rights or remedies by reason of, or under, this Contract.

g. Construction/Governing Law. This Contract is governed by, and shall be construed under, Federal law.

h. Divisibility. Any provision of this Contract declared or determined by any court, administrative tribunal or agency to be illegal or invalid will not affect the validity of the remaining provisions.

8. NOTICE. Unless otherwise stated in this Contract, notices required to be given to either party shall be effective upon receipt, must be in writing, and if mailed or sent via a courier service, must be addressed as follows:

Navy:	Student:
_____	_____
Command Name	Student Name
_____	_____
Address 1	Address 1
_____	_____
Address 2	Address 2
_____	_____
City, State Zip Code	City, State Zip Code

STUDENT SIGNATURE

I have read, completely understand and agree to this Contract.

Signature of Student Date

Signature of Witness Date

Student's Date of Birth (YYYYMMDD)

Print Name of Witness (First, MI, Last)

Print Full Name of Student (First, MI, Last)

CONSENT OF PARENTS (OR GUARDIANS)

(To be completed if the student is under 18 years of age at the time of signing this Contract)

I certify that I am the parent or legal guardian of the Student who has signed this Contract in the above signature block.

I have read and understand this Contract.

I hereby consent to the Student's execution of, and entry into, this Contract.

Signature of Parent or Legal Guardian Date

Print Name (First, MI, Last)

FOR THE SECRETARY OF THE NAVY

NROTC Commanding Officer**:**

Signature Date

Printed Name (First, MI, Last) and Rank

Name of Unit