

CANCER RESEARCH TRAINING AWARD (CRTA)

Provisions

A. Qualifications

1. Cancer Research Training Awards are for U.S. citizens or resident aliens.
2. Degree certification is required.

OR

For predoctoral students, official documentation that the fellow is in good academic standing (cumulative grade-point average included) and is enrolled at least half time in high school, college, university, or medical/graduate school is also needed. For doctoral degree candidates, students must provide official documentation that they have completed course requirements, passed qualifiers, and are formally recognized by the university as a doctoral degree candidate.

3. Applicants must be at least 16 years of age. For individuals under 18 years of age, parental consent is required.
4. Applicants are required to complete a physical examination as directed by the Occupational Medical Service, NIH. Details are provided under the Program Description, Part D. Qualifications.

B. Awards

1. The specific period is shown in the attached Notification Letter from the Lab/Branch/Office Chief. Fellowship training is on a full-time basis. Initial appointments are for a minimum of two months and may be authorized for up to a two-year period. (Because of accounting requirements and appropriations law, all awards are made one year at a time, even when the initial commitment is intended for two years.)
2. Renewals are in one-year increments beyond the initial commitment and are based on demonstrated progress in the training assignment and mutual agreement between the fellow, the appropriate sponsor, the Lab/Branch/Office Chief, and the Division Director.
3. For **bachelor, master, and doctoral degree candidates**, the CRTA is usually a two-year program **for any one category at the pre-doctoral level**. Students in any of the pre-doctoral categories may participate in the CRTA program for the lesser of 2 options: (1) as long as they remain in good academic standing, until they are awarded a degree OR (2) up to 5 years.
4. The TOTAL nontenured **postdoctoral** service time spent at NIH cannot generally exceed five years unless justified and approved in writing. The time spent in all postdoctoral mechanisms at NIH cannot exceed the maximum eight-year limitation.
5. For Research Scholars, the intramural phase under the CRTA cannot exceed 3 years and a 4th transition year. The extramural phase under the K22 grant at an outside institution cannot exceed 2 years.

C. Stipends and Benefits

1. Stipends and low option health insurance benefits are paid from NCI funds. Upon notification of the activation, the initial stipend check will be issued at the end of the first month of training. Checks are paid in arrears and electronically transferred by the Treasury Department (usually received by the 1st working day of each month) for direct deposit to my designated financial institution.
2. Fellows must be covered by adequate health insurance. An approved plan is available through the Foundation for Advanced Education in the Sciences (FAES) and enrollment must be completed within 30 days from arrival at NIH. Enrollment becomes effective on the date you meet with FAES and all forms are completed by both parties. Do not cancel your existing insurance until you have met with FAES. Except for summer students, individuals must have at least a 3-month appointment to be eligible for coverage through the FAES.
Funds are provided to FAES for individual or family low option insurance in addition to the regular stipend paid to the fellow. If the fellow desires the FAES high option insurance, the difference between low and high option coverage will be withheld from the stipend.
If enrolled in a private plan in the trainee's name, reimbursement to the fellow will be based on FAES low option coverage. NCI will also reimburse for any additional health insurance cost, if incurred, as a result of being covered under a spouse's plan and identified as a "family member" not to exceed the cost of the FAES low option coverage. Sufficient documentation verifying health insurance coverage and documenting health insurance costs are required for a non-FAES policy.

3. Tort Claims: It is the opinion of the DHHS Office of the General Counsel (OGC) that Fellows would be eligible for coverage under the Federal Tort Claims Act (FTCA) (28 U.S.C. 2671 et seq.) for damages or injuries that arise from actions occurring within the scope of their assignment and while under the direct supervision of a Federal employee. The OGC opines that Fellows working under the close preceptorship of NIH employees would be considered employees for all purposes relating to liability. However, the ultimate decision on issues of liability are made by the courts on a case-by-case basis. Should claims arise from the actions of CRTA Fellows acting within the scope of their assignments, NIH would ask that they be defended by the Department of Justice as if they were Federal employees. Clinical procedures, therefore, should be performed under the direct supervision of an NCI attending physician in an NCI facility. Designated physicians must acquire patient-care privileges and credentialing as required.

Medical liability (malpractice) insurance - To insure protection for MDs receiving clinical training, who may not always be subject to the direct control and supervision of NIH employees, personally purchased medical liability insurance coverage must be acquired from a group plan offered by the Foundation for Advanced Education in the Sciences (FAES) or purchased privately in the amounts of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, and "tail" coverage in the event a malpractice claim is filed after termination. In these instances, the fellow will be reimbursed up to the lesser amount of either the FAES plan rate or the private policy.

4. At the discretion of the sponsoring Lab/Branch/Office and prior to relocation, fellows, appointed for a period of 12 months or more, and their dependents may be authorized transportation and reimbursement on a US carrier NTE \$3,000 in conformance with U.S. Government travel regulations. No return travel is authorized.

In addition, and also at the discretion of the Lab/Branch/Office Chief, other transportation allowances, including travel, shipment of household goods, and temporary storage (if necessary) may be permissible but must be authorized on NIH-2028 prior to relocation.

The total allowance for relocation expenses including transportation, shipment of household goods, and temporary storage cannot exceed \$3,000.

5. While at NIH, allowances to attend scientific meetings, field research visits, or for training directly related to the purpose of the fellowship, may be authorized. All requests must be initiated by the sponsor and must be submitted to the Administrative Office for approval in advance of the meeting/training and must be carried out in accordance with government regulations.

D. Deductions and Income Taxes

1. Cancer Research Training Awardees are not Government employees, and are, therefore, not eligible to participate in the Federal Employees Retirement System. Since fellows receive awards for training, neither Social Security nor Medicare is deducted from stipends. Definitive determinations regarding Social Security obligations and coverage must be made by the Internal Revenue Service (IRS). Nevertheless, it is the opinion of the NIH Legal Advisor that Fellows would not be considered self-employed for purposes of Social Security Act coverage, and therefore need not make Social Security or Medicare payments on their own behalf. Some helpful tax advice and information on IRA accounts may be found at the NIH Postdoctoral/Clinical Fellows Committee FELCOM web site:

<http://felcom.od.nih.gov/>

2. Research fellowship training awards are subject to federal, state, and local incomes taxes. Interpretation and implementation of the tax laws are the domain of the IRS and the courts. Awardees should consult their local IRS office about the applicability of the current tax code changes, taxability of fellowship stipends, and the proper steps to be taken regarding their tax obligation.
 - a. Fellows are required to file quarterly estimated federal and state income tax returns since no taxes are withheld from their stipends.
 - b. The Office of Financial Management, Fellowship Payroll Unit, annually prepares a 1099G--the stipend is considered a taxable grant award by IRS--and sends appropriate income information to the IRS and to fellows at their home address of record.

E. Excused Absence

1. Paid Absence - Since fellows are not employees, they do not earn annual or sick leave. They are, however, excused on federal holidays. At the discretion of the sponsor, fellows may be excused for reasonable cause (such as short-term personal emergencies, ill health, vacation, and personal relaxation). An excused absence for the delivery of a baby or adoption may be granted with flexibility determined by the sponsor. Although stipend and health insurance coverage will continue for excused paid absences, the period of the fellowship award is not extended due to lost time.
2. Unpaid Absence - A break in the award without stipend may be approved by the sponsor with concurrence from respective Lab/Br/Office Chief. The fellow will personally pay for health insurance coverage which starts on the 1st day of the month of unpaid absence.

F. Outside Work

Approval of outside employment is at the discretion of the sponsor and the same guidelines as for NIH employees apply, provided the fellow is able to meet a minimum of 40 hours per week on his/her fellowship assignment. Fellows should submit a memorandum requesting approval of outside work through Division channels with final approval by the Division Director.

G. Publications and Patents

The publication and patenting of scientific discoveries by fellows are governed by the same policies as for other scientists employed or in training at NIH. Fellows must not provide outside organizations or individuals with information that could form the basis of intellectual property rights for the Government.

H. Termination of Award for Cause

Awards may be revoked in whole or in part by the Division Director in collaboration with the Executive Officer for the respective Intramural or Extramural Research Program, acting upon specific requests by the sponsor or Laboratory/Branch Chief, provided that the revocation does not include repayment of funds that participants have already earned. Awards may be terminated prior to their normal expiration date for serious personal or scientific misconduct.

Awards may also be terminated based on a finding that the Fellow has failed to comply with the terms and conditions of the award or to carry out the purpose for which it was made. Any termination proposal must provide an opportunity for the Fellow to make reply before a decision is rendered. Under this appointment, Merit Systems Protection Board appeal rights are not conferred or apply since trainees are not considered Government employees.

Division must notify OFM immediately when an award is terminated for cause, to avoid the possibility of overpayment.

NOTE: Please sign, date, and return the Agreement to Provisions sheet marked "original". Retain the general provisions and sheet marked "copy" for your records.

For individual under 18 years of age, parental consent must be indicated on the Agreement to Provisions.

NIH is an Equal Opportunity Employer

Applicants will receive consideration without regard to race, color, sex, national origin, age, religion, or disability. U.S. citizenship or permanent residency status is required.

NATIONAL CANCER INSTITUTE

CANCER RESEARCH TRAINING AWARD

Agreement to Provisions

In accepting this training award, I certify that I have read the program provisions and agree to comply with the terms outlined:

A. Qualifications:

1. ___ I am a U.S. citizen
- OR
- ___ I am a Resident Alien and I am enclosing a copy of my Alien Registration (green or pink) card.
- 2.
- ___ I meet the degree requirements and am enclosing a copy of my diploma or certification by the Dean or Registrar of that degree.
- OR
- ___ I am a student and am enclosing official documentation that I am enrolled in high school, college, university, or medical/graduate school or am formally recognized as a doctoral degree candidate.

B. Stipends and Benefits:

1. I will have adequate health insurance coverage either through the Foundation for Advanced Education in the Sciences, Inc. (FAES) or through another private plan. Payments or reimbursement from NCI will be limited to the cost of FAES low option coverage, and will be provided only if the policy is issued in my name or if additional costs are incurred as a result of being covered under a spouse's plan with my name listed as a "family member". Documentation verifying health insurance coverage and costs will be provided for a non-FAES policy.
2. I will immediately notify the Laboratory/Branch Office of any change in my status and I also agree to reimburse the U.S. Government for any days (other than excused absences) for which I have already been paid, but will not be in training. I understand that if I knowingly convert any overpayment for my use may be a violation of 18 United States Code §641.
3. If a clinical training assignment involving direct patient care is identified, I understand that my stipend will be increased to allow me to personally purchase medical liability insurance coverage under either a group plan offered by the Foundation for Advanced Education in the Sciences (FAES) or a private plan in the amounts of \$1,000,000 per occurrence, \$3,000,000 in the aggregate, and "tail" coverage in the event a malpractice claim is filed after termination. In these instances, stipends will be increased to offset this expenditure (payable at the FAES plan rate). For clinical responsibilities, I must be granted patient care privileges and credentialing through the NIH's Clinical Center.
4. If authorized by the sponsoring Lab/Branch/Office, I will provide for my travel and dependents the ticket coupons by commercial carrier (e.g. bus, train, air) or odometer readings for travel by private automobile and lodging receipts, if any, in order to obtain reimbursement for travel to NCI to begin my Fellowship. I understand that such reimbursement will be in accordance with prevailing government regulations and CRTA Provisions. If authorized for shipment of household goods, I will not proceed with movement until notified by NIH.
5. I will seek advance approval for travel to attend scientific meetings, to do field research visits, or for training directly related to the purpose of my CRTA. I understand that the authorization of such allowances must be in accordance with government regulations.

C. Deductions:

1. I understand that I am not eligible for coverage under the Federal Employees Retirement System (FERS) and that deductions for this program, Social Security, and Medicare will not be made from my stipend.
2. I understand that my fellowship award is subject to federal, state and local income taxes. As required, I will file quarterly estimated returns with the appropriate agencies.
3. I will notify my respective Lab/Br/Office of a change in my home address of record so that the income information contained in the 1099G can be forwarded to me for annual tax reporting.

D. Leave of Absence and Outside Work:

I will seek approval from my sponsor for any excused leave of absence, and other appropriate officials to engage in outside employment.

E. Publications and Patents:

1. I will seek advice from my preceptor and request clearance for any publication resulting from my Fellowship in compliance with NIH's publication policies.
2. I agree not to disclose any confidential or proprietary information to which I may have access without the prior approval of my sponsor and Lab/Br Chief.
3. I will be bound by all provisions of Executive Order 10096, and any orders, rules, regulations or the like issued thereunder wherein NIH determines the rights of the Government and the Fellow in and to inventions conceived or actually reduced to practice during the period of the Fellowship. Furthermore, I will promptly disclose to my sponsor and other appropriate officials all inventions that are conceived or first reduced to practice during the term of my Fellowship at NIH, and will sign and execute all papers necessary to convey to the Government the rights to which the Government is entitled in accordance with any determination made under the provisions of Executive Order 10096.

F. Other Administrative Requirements:

While on the premises of NIH, I will conform to all applicable administrative instructions and requirements of NIH and the Department of Health and Human Services, including all regulations and procedures concerning conduct, safety, and animal care. I am aware that my award may be terminated prior to the normal expiration date based on serious personal or scientific misconduct. Also, my award may be terminated based on my failure to comply with the terms and conditions of the award. I have been advised of the NIH Occupational Medical Service's requirements related to fitness for duty while participating in the training assignment.

Signature of Fellow

Date

Signature of Parent or Guardian (if under 18)

Date