

<p>OMB Control No. 3145-0058 Exp. Date 10/31/2025</p>

AGREEMENT TO SERVE OR REPAY

The CyberCorps® Scholarship for Service (SFS) program

Warning: Any person who knowingly makes a false statement or misrepresentation on this form will be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

IMPORTANT: READ THIS INFORMATION BEFORE YOU (CyberCorps® SFS Scholarship Recipient) BEGIN

This is an Agreement to Serve or Repay (hereinafter, “Agreement”) for the CyberCorps® Scholarship for Service (SFS) Program.

The term “scholarship” usually refers to money that does not have to be repaid. However, a CyberCorps® SFS scholarship is a scholarship-for-service award and under certain conditions you may be required to repay it. As a condition for receiving a CyberCorps® SFS scholarship, you must agree to complete a service obligation and if you fail to complete your service obligation, or certain other program requirements, you must repay the SFS Scholarship. Unless you completed one or more years of the service obligation, you will be liable to the United States for the total amount of your scholarship award(s) (the repayment amount may vary if you meet some but not all of the service obligation). If you fail to meet the terms of the SFS Scholarship and do not repay that amount, which your SFS institution is required to notify and collect from you within a time period to be specified by the National Science Foundation (NSF), the amount owed shall be treated as a Direct Unsubsidized Loan,¹ as required by law, and shall be subject to repayment, including interest accruing from the date(s) of the scholarship award(s), under terms and conditions specified by the Director of NSF, and described in its regulations and this agreement below. Any amounts that you fail to repay may be referred to the United States Department of Treasury for debt collection purposes. For this reason, it is very important that you fully understand the terms and conditions of the CyberCorps® SFS scholarship service obligation before you accept a CyberCorps® SFS scholarship.

To receive a CyberCorps® SFS Scholarship (hereinafter, “Scholarship”), you must agree to work for a period equal to the length of the Scholarship in the cybersecurity mission of a Federal, State, local, or tribal government, a State, local, or Tribal government-affiliated critical infrastructure non-profit, or Congress, or as an educator in the field of cybersecurity at one of the CyberCorps® SFS academic institutions.

Before you sign and submit this Agreement, make sure that you carefully read the entire Agreement so that you fully understand all the terms and conditions of the Scholarship, including the service obligation, that you are promising to satisfy in exchange for the Scholarship.

By signing this Agreement at the end of Section C, you promise to meet the requirements of the

¹ [Subsidized and Unsubsidized Loans | Federal Student Aid](#)

Scholarship as described in this Agreement. If you do not meet the terms and conditions of your Scholarship, the benefits you have received must be repaid.

TERMS USED IN THIS AGREEMENT

We use the following terms throughout this Agreement:

- SFS Program Office means an office located at the U.S. Office of Personnel Management (OPM) managing the SFS program, through partnership between NSF and OPM.
- The words “we,” “us,” or “our” refer to the SFS Program Office.
- SFS Institution: A qualified institution of higher education that receives an SFS grant from NSF to recruit, train, and graduate Scholarship recipients.
- Scholarship Phase: a period you are enrolled full-time (or, if enrolled in community college, at least half-time) in an approved SFS academic program in cybersecurity.
- Commitment Phase: The five-year period, immediately following the end of the Scholarship Phase, within which you must complete your service obligation, including all service documentation requirements, subject to deferral, if any, of that period.
- Deferral: An approved extension of the Commitment Phase (see Section A.6 below).
- Director means the Director of NSF or an NSF official or employee acting for the Director.
- Scholarship Repayment: The requirement to repay your SFS Scholarship award(s), if you fail to complete your service obligation (see A.7 below), or because you have failed to comply with any other SFS Scholarship conditions (see A.5 below), unless you have obtained a deferral or discharge of your service or repayment obligation (see Sections A.6 and A.9 below). If you fail to meet the program requirements or to obtain a deferral or discharge, you shall be liable to the United States for the total amount of your SFS Scholarship award(s). (If you have completed one or more years of qualifying service, that amount will be reduced by the ratio of the number of years of service completed, divided by the number of years of service required. See 15 U.S.C. 7442(i)(2). For example, if you were required to serve for three years and you served for two years, then the total amount of the scholarship award(s) you must repay is reduced by two-thirds (2/3).) Your SFS institution is required to notify you of the amount you owe, as well as the time period within which you must repay that amount, which is to be collected by your SFS institution. If the required amount is not repaid within that time period, and your service or repayment obligation has not been deferred or discharged, that amount, plus interest accruing from the date(s) of the scholarship award(s), shall be treated as a Direct Unsubsidized Loan, and subject to repayment under terms and conditions specified by the NSF Director in agency regulations (to be codified at 45 CFR part 620). For repayments treated as a Direct Unsubsidized Loan, you will have a six-month grace period before entering repayment, and such repayment shall be subject to the interest rate, repayment schedule, and all other all other terms and conditions that would usually apply to a Direct Unsubsidized Loan. Any Scholarship amounts that you owe and fail to repay may be referred to the United States Department of Treasury for debt collection purposes.

SECTION A:

CYBERCORPS® SFS SCHOLARSHIP PROGRAM TERMS AND CONDITIONS

The following terms and conditions apply to any Scholarship benefit you receive.

1. GENERAL INFORMATION

For each program of study for which you receive the Scholarship, you must fulfil all program requirements and complete your service obligation by working in a position in the cybersecurity mission of: a Federal, State, local, or tribal government; Congress (including any agency, entity, office, or commission established in the legislative branch); an interstate agency; a State, local, or Tribal government-affiliated non-profit that is considered to be critical infrastructure as defined in 42 U.S.C. 5195c(e); or as an educator in the field of cybersecurity at one of the CyberCorps® SFS academic institutions. You must agree to work for a period equal to the length of your Scholarship. Your work position must be pre-approved by the SFS Program Office, because the program is required by law to ensure that certain percentages of scholarship recipients are placed in Federal executive agencies, as cybersecurity educators at SFS academic institutions, and in other qualifying positions described above.

If you do not complete your Scholarship requirements associated with a program of study, or service obligation for which you received the Scholarship, you will be subject to Scholarship Repayment, as described in sections A.5 and A.7 below.

2. YOUR SCHOLARSHIP PHASE

Each SFS Institution has been awarded a grant from NSF to recruit, select, educate and mentor SFS students. Each institution selects one or more faculty members to lead these efforts and they are called Principal Investigators (PIs). The PI is the faculty in your institution who has primary responsibility for managing the SFS scholarship program. If you are selected by a PI to be one of the Scholarship recipients, you will receive a description of a required program of study, GPA requirements, internships, and other information describing requirements for SFS Scholarship recipients as defined by your SFS institution. In addition, you must conform to all requirements of the Scholarship Program such as, but not limited to, SFS scholarship recipient registration, participation in job fairs, actively searching for internships and post-graduation employment, and responding in a timely manner to all requests for information from the SFS Program Office, the PI, or the SFS Institution. The SFS Program Office communicates with you regarding your scholarship requirements, monitors your progress, and manages other related administrative matters. If your Scholarship Phase has ended because you have failed to comply with Scholarship requirements (Section A.5) or you fail to complete your service obligation (Section A.7), the SFS Program Office may also coordinate with your SFS institution, and other appropriate government agencies, on your Scholarship Repayment, as needed.

3. YOUR COMMITMENT PHASE

The Commitment Phase is the five-year period immediately following the end of the Scholarship Phase within which you must complete your service obligation, including all service documentation requirements. During this Phase, you must work full-time in a position approved by the SFS Program Office in the cybersecurity mission of a Federal agency or other qualifying organization, or as an educator at one of the SFS institutions, as described in Section A.1 above, for a period equal to the length of your scholarship or one year, whichever is longer. **You must start your service within 18 months after the Scholarship Phase ends, and complete it within five years from the date that the Commitment Phase begins, and submit all required service documentation within this time period, unless you have obtained a deferral (extension, see Section A.6), or your obligation to serve or repay has been discharged (see Section A.9).**

During the Commitment Phase, you must also conform to all SFS Scholarship requirements, including, but not limited to, maintaining current profile and contact information, providing annual verifiable employment documentation (see A.4 below), and responding in a timely manner to all requests for information from the SFS Program Office, the PI, and the SFS Institution. If you fail to fulfill any of these requirements, you may need to repay your scholarship.

4. DOCUMENTING YOUR SERVICE OBLIGATION

No later than 30 days after you start your approved employment and upon completion of each year of such employment, you must provide to the SFS Program Office documentation of that service in a form and manner approved by the SFS program office with all required information, including up-to-date contact information. As part of this documentation, the organization in which you are serving must certify that you are working full-time in the cybersecurity mission of that organization.

5. REPAYMENT OF A CYBERCORPS SFS SCHOLARSHIP FOR FAILURE TO MEET SCHOLARSHIP PROGRAM REQUIREMENTS

You shall be liable to the United States for repaying your scholarship if you fail to maintain an acceptable level of academic standing; or you are dismissed for disciplinary reasons; or you withdraw from the eligible degree program before completing the program; or you declare that you do not intend to fulfill the employment obligation; or you fail to maintain or fulfill any of the program's obligations or requirements (including, but not limited to, providing SFS Program Office and your SFS institution with annual verifiable documentation of post-award employment and up-to-date contact information, and staying enrolled full-time unless you are in community college). In such a situation, you may contact SFS Program Office to discuss your options, which may include Scholarship Repayment, or temporary suspension or waiver (discharge) of your repayment obligation. See A. 6 and A.9.

6. DEFFERAL OF SERVICE OBLIGATION

If you are temporarily unable to serve for certain reasons, you can request a temporary deferral of the period for starting or completing your service obligation. (See also Section A.9 below, which explains when you may request a waiver (discharge) of Scholarship Repayment if you fail to complete your service obligation.) You must specify (and explain the reasons for) the duration of the deferral you are seeking, if you are temporarily unable to serve because of:

- Enrollment in an approved program of study, or engagement in an approved professional activity, which would contribute to further cybersecurity workforce readiness for the scholarship recipient;
- A condition that is a qualifying reason for leave under the Family and Medical Leave Act (FMLA);
- A call to order to Federal or State active duty or Active Service as a member of a Reserve Component of the Armed Forces named in 10 U.S.C. 10101, or service as a member of the National Guard on full-time National Guard duty, as defined in 10 U.S.C. 101(d)(5);
- Other exceptional circumstances significantly affecting the scholarship recipient's ability to serve as determined by the SFS Program Office.

Requests for deferral must be received before the five-year Commitment Phase for completing the service obligation and submitting the required service documentation has expired. To request a deferral, you must submit a written request in a form and manner approved by the SFS Program Office. Your request will be granted or denied by the NSF Director or other designee. If your request for a deferral is granted, the period of the deferral extends the period for completing your service obligation. If your request for deferral is denied, you may seek reconsideration if there are new facts or law that you believe should be considered. Your reconsideration request must be in writing and received by the SFS Program Office within thirty calendar days after the date on which you were notified that your deferral request was denied. The decision on your request for reconsideration is final, with no further right of reconsideration.

7. REQUIREMENT TO REPAY FOR FAILURE TO COMPLETE THE SERVICE OBLIGATION

In addition to your obligation to repay your CyberCorps® SFS Scholarship if you fail to comply with certain Scholarship program requirements (see Section A.5), you will be subject to Scholarship Repayment if you do not complete, and submit required documentation to prove, the qualified employment within the five-year time limit required by this agreement (see Sections A.3 & A.4).

The repayment amount (i.e., the total amount of your Scholarship award(s)) may be reduced based on time already served to fulfill the employment obligation, as explained in the definition of Scholarship Repayment (see above). As noted in Section A.4, you must verify your employment no later than 30 days after beginning such employment, and then annually upon completing each year of such employment. See A.8 below (annual notice). In addition, during the Commitment Phase, approximately 90 days before you are required to begin your approved employment, and approximately 90 days before your Commitment Phase is scheduled to expire, if you have not provided verifiable documentation of your approved employment, you will be notified by the SFS Program Office. These notifications will provide the date by which you must submit verifiable documentation showing that you are satisfying your service obligation, if that documentation has not already been received by the SFS Program Office. If that documentation has not been received and you have not obtained a deferral or a waiver (discharge) by the date provided in the

notification, you will be immediately subject to the Scholarship Repayment. See Section A.6 above and A.9 below for further details on requesting a deferral or waiver (discharge) of that obligation.

8. ANNUAL NOTICE

Throughout your Commitment Phase, the SFS Program Office will send you a notice at least once each year that—

- (a) Explains the terms and conditions you must meet to satisfy your service obligation;
- (b) Reminds you of the requirement to submit documentation of your service after you have completed each year of service;
- (c) Explains the conditions under which you may request a temporary deferral of the period for completing your service obligation; and
- (d) Explains the conditions under which your CyberCorps® SFS scholarship will be subject to the Scholarship Repayment.

You remain obligated to meet all service (including service documentation) requirements, even if you do not receive the notices from the SFS Program Office as described above.

9. DISCHARGE OF A CYBERCORPS® SFS SCHOLARSHIP SERVICE OR REPAYMENT OBLIGATION

Under certain exceptional conditions, you may be discharged from all or a portion of your CyberCorps® SFS scholarship service or repayment obligation. This means that you may no longer be required to complete all or a portion of your service obligation, or to be subject to full or partial Scholarship Repayment.

Requests for discharge must be submitted in writing in a form and manner approved by the SFS Program Office.

The following are the conditions in which a discharge will be considered:

- **Death of SFS Scholarship Recipient:** In the event of this circumstance, the obligation of the deceased CyberCorps® SFS scholarship recipient will be discharged if SFS Program Office is notified with acceptable documentation.
- **Total and Permanent Disability (TPD):** In the event of total and permanent disability (as defined in CyberCorps® SFS Rule, 45 CFR 620.5), the CyberCorps® SFS scholarship recipient will be discharged from the service or repayment obligation if SFS Program Office is notified with acceptable documentation.
- **Extreme hardship:** On a case-by-case basis, the Director may discharge all or a portion of your CyberCorps® SFS scholarship service or repayment obligation whenever compliance with the obligation is impossible or would involve extreme hardship, or if enforcement of such obligation would be unconscionable.

If your request for discharge is denied, you may seek reconsideration if there are new facts or law that you believe should be considered. Your reconsideration request must be in writing and received within thirty calendar days after the date on which you were notified that your discharge request was denied. The decision on your request for reconsideration is final, with no further right of

reconsideration. **(Requests to discharge or refund Scholarship amounts already repaid or already referred to the United States Department of the Treasury for collection will not be considered or granted.)**

SECTION B: IMPORTANT NOTICES

PRIVACY ACT STATEMENT

Authority: 15 U.S.C. 7442 (§ 302 of the Cybersecurity Enhancement Act, as amended); 42 U.S.C. 1870 (NSF Act, as amended).

Purpose: As part of administering your CyberCorps® SFS Scholarship award, to ensure that you understand and agree to the terms and conditions of your Scholarship, including (1) the nature and scope your service obligation, (2) that if you fail to fulfill that obligation or other Scholarship terms and conditions, your scholarship will be subject to Scholarship Repayment.

Routine uses: To the extent that this agreement is collected and maintained as part of the agency's system of records of awards made under the CyberCorps® SFS program, the records may be routinely used and disclosed as set forth in the Privacy Act system of records notice (SORN) applicable to individuals applying through a qualified institution of higher learning for NSF support, including disclosure to your SFS institution, other Government agencies, and contractors involved in assisting with or administering the scholarship program. See NSF-12. If you become liable for repayment for failure to comply with the terms and conditions of the Scholarship, this agreement may be maintained as part of delinquent debtor files and may be routinely used and disclosed as set forth in the SORN applicable to that records system, including to the United States Treasury Department or other Federal agencies for repayment and collection purposes. See NSF-57. These SORNs can be viewed at www.nsf.gov/privacy.

Voluntary/Mandatory, and Consequences for Not Providing Information: This agreement is voluntary, but if you fail to complete, sign, and submit it, you may be denied a CyberCorps® SFS scholarship, since this agreement is a legal condition of eligibility for such a scholarship. See 15 U.S.C. 7442(f).

PAPERWORK REDUCTION ACT: OMB Control No. 3145-0058 (exp. 10/31/2025).

If you have any comments or concerns regarding the status of *your individual submission* of this Agreement, write directly to:

Email: sfs@opm.gov; Postal Address: 200 Granby Street, Suite 500, Norfolk, VA 23510

SECTION C:
AGREEMENT TO SERVE, PROMISE TO REPAY FOR FAILURE TO MEET SERVICE
OBLIGATION, AND AUTHORIZATIONS

1. I will not sign this Agreement before reading the entire Agreement, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this Agreement.
2. For any CyberCorps® SFS scholarship I receive, I agree to fulfill my service obligation and to comply with all other terms and conditions of the CyberCorps® SFS scholarship Program as described in this Agreement.
3. I authorize my SFS institution, the SFS Program Office, and their agents or contractors to contact me regarding my CyberCorps® Scholarship and all program requirements including service obligation at any phone number, physical address, or email address I provide now or in the future.
4. I authorize my SFS institution, the SFS Program Office, the Department of Treasury, or other Federal agencies and their agents and contractors to contact me regarding my Scholarship Repayment at any phone number I provide now or in the future number using automated dialing equipment or artificial or prerecorded voice or text messages.
5. I agree to notify the SFS Program Office² if any of the following events occur at any time after I receive a CyberCorps® SFS scholarship:
 - I change my address or telephone number; or
 - I change my name (for example, maiden name to married name).
6. I understand that the SFS Program Office, the Department of Treasury, or other Federal agencies and their agents and contractors have the authority to verify information reported on this Agreement or required by this Agreement with other Federal agencies.
7. To be eligible for the CyberCorps® SFS scholarship, you must be a United States Citizen or a lawful permanent resident of the United States. Please indicate your status by checking one of the following:
 - United States Citizen
 - Lawful Permanent Resident of the United States
8. My signature below certifies that I have read, understand, and agree to the terms and conditions of CyberCorps® SFS scholarship as explained in Section A and the agreement to serve, promise to repay, and authorizations in Section C of this Agreement, and that the information I

² SFS Program Office Phone Number: 816-541-8103 , Email: sfs@opm.gov; Postal Address: 200 Granby Street, Suite 500, Norfolk, VA 23510

have provided is true and accurate. I further certify that I (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.

CyberCorps® SFS Scholarship
Recipient's Name _____

CyberCorps® SFS Scholarship
Recipient's Signature _____

Today's Date _____

Approved by:

CyberCorps® SFS Principal
Investigator's Name _____

CyberCorps® SFS Principal
Investigator's Signature _____

NSF SFS Award Number and
Today's Date _____

Approved by:

CyberCorps® SFS Program
Office Official's Name _____

CyberCorps® SFS Program
Office Official's Signature _____

Today's Date _____