

EDUCATION AND TRAINING PROGRAMS TERMS OF APPOINTMENT

The Oak Ridge Institute for Science and Education (ORISE) managed for the U.S. Department of Energy (DOE) by Oak Ridge Associated Universities (ORAU) administers educational appointments for students, faculty, teachers, and postgraduates (hereinafter referred to as Participants) at DOE-approved host facilities under programmatic guidelines and approved funding. The following Terms of Appointment are applicable to such appointments.

PERIOD OF APPOINTMENT

The appointment period is defined in the Appointment Letter, in which these Terms of Appointment are incorporated by reference, and may be extended by ORISE for specific periods. All appointments are subject to the continuing availability of appropriated funds and the Participant meeting the terms, conditions, or expectations of the educational appointment. In the event that appropriated funding is not available, or the Participant fails to meet the terms, conditions, or expectations of the educational appointment, the Participant will be notified as soon as possible about the procedures for ending the appointment. In the event the appointment is revoked or terminated for any reason, the Participant is not entitled to any further stipend or other award payments. After revocation or termination of the appointment and the fulfillment of any remaining obligations under the Appointment Letter and Terms of Appointment and dependent on funding availability, the participant will receive stipend and/or other award payments which have been appropriately incurred prior to the termination of the appointment.

FINANCIAL SUPPORT

The amount of award, any allowable travel reimbursement, and applicable payment of tuition and fees during the period of appointment may be stated in the Appointment Letter. All reimbursement of travel expenses, if applicable, will be based on the ORISE Travel Policy.

DUPLICATION OF BENEFITS

Because the educational benefits of the appointment are the primary focus of the program, the Participant may not provide services for compensation to a third party that conflict with the appointment. Awards, prizes, scholarships, Veterans Administration benefits, and other payments may be accepted by the Participant provided they do not represent dual payment for the same activity.

RESERVATIONS

Appointments are accepted subject to the conditions that they will not be vacated or the program changed without consent of ORISE. ORISE reserves the right to make appropriate changes in the statement of these Terms of Appointment as the result of new legislation or experience in administering the programs. ORISE also reserves the right to cancel or terminate an appointment that was made as a result of misinformation given by the candidate, to include application materials, or by any reference, or as a result of any person withholding information that would have prevented the appointment. If, for any reason, the Participant becomes unable or refuses to adequately carry out the terms or objectives of this appointment, the appointment will terminate. In the event the appointment is revoked or terminated for any reason, the Participant is not entitled to any further stipend or other award payments. After revocation or termination of the appointment and the fulfillment of any remaining obligations under the Appointment Letter and Terms of Appointment and dependent on funding availability, the participant will receive stipend and/or other award payments which have been appropriately incurred prior to the termination of the appointment.

ACCESS AUTHORIZATION

In some cases, access to restricted areas or restricted data may be necessary. Where so required, neither the appointment nor its acceptance by the Participant shall become effective until DOE or the sponsoring agency has granted the appropriate access authorization (security clearance) to the Participant in accordance with the provisions of existing law and regulation.

ACCESS TO FACILITIES

The award and acceptance of this appointment are subject to completion of arrangements between the Participant and the host facility regarding the conditions under which the Participant may have access to the facility during the appointment. A Participant shall at all times observe and conform to all applicable rules, regulations, and requirements of the facility to which assigned, including, but not limited to, those respecting environment, safety and health (ES&H) and ES&H training requirements; security, operating and health physics procedures; drug free workplace notification requirements; and conduct. Failure of the Participant to maintain access to the facility to which assigned or failure to observe and conform to all applicable rules, regulations, and requirements of the facility to which assigned shall result in immediate termination of the appointment. In the event the appointment is revoked or terminated for any reason, the Participant is not entitled to any further stipend or other award payments. After revocation or termination of the appointment and the fulfillment of any remaining obligations under the Appointment Letter and Terms of Appointment and dependent on funding availability, the participant will receive stipend and/or other award payments which have been appropriately incurred prior to the termination of the appointment.

HEALTH INSURANCE

During the term of the appointment, the Participant is required to have health insurance coverage. The insurance company and the effective dates must be provided to ORISE before the appointment can begin.

OBLIGATIONS

During the appointment, each Participant is a member of the professional community of the facility to which assigned and is subject to the rules, privileges, and responsibilities of that community. In order to receive the full benefits of the research and education experience, the Participant is expected to be at the facility on a full-time basis as established by the program requirements and to avoid obligations that will interrupt the research appointment. Failure to meet the attendance schedule or to adhere to program requirements will be a basis for termination of the appointment and cessation of any further award payments by ORISE. Since the Participant is not an employee, s/he does not accumulate annual or sick leave. The Participant may, however, at the mentor's or program coordinator's discretion, be excused from participation for brief periods due to illness, personal emergencies, or similar circumstances.

NATURE OF APPOINTMENT

By accepting this appointment, the Participant acknowledges understanding and agreement that this is NOT a contract of employment, and nothing contained in the appointment documents or in the performance of the appointment is intended or shall be construed to create or infer an employment relationship between the Participant and ORAU, ORISE, DOE, the host facility, or the sponsoring agency. Participant acknowledges and agrees that s/he is engaged in an educational experience for a specific term, and is not providing services to, is not receiving wages from, and is not working for, ORAU or ORISE. Therefore, by accepting this appointment, the Participant acknowledges and agrees that no employment related benefits, obligations, or programs (including, but not limited to, paid vacations, sick pay, bonuses, worker's compensation, or unemployment compensation) are appropriate or applicable to this appointment. Participant agrees that the fact that s/he administratively receives stipend payments from ORAU or ORISE shall not be construed as an indication of an employment relationship under the "paymaster" or any other theory. Participant further agrees that the parties intend that this paragraph shall be conclusive regarding the relationship of the parties before any administrative tribunal, regulatory or taxing agency, court proceeding, or otherwise, and agrees to take no future action contrary to this paragraph.

TRAVEL

All travel related to the Participant's appointment must be approved by ORISE in advance of the start of travel. If the Participant fails to receive the proper approvals for domestic or foreign travel in advance, or does not advise of changes to the approved trip, the Participant could forfeit any payments related to the travel (stipends and reimbursements).

Foreign travel is defined as travel from the United States, the Commonwealths of Puerto Rico and the Northern Mariana Islands, and the territories and possessions of the United States, *to a foreign country* and return or *travel between foreign countries*. Foreign travel will not be approved unless the complete foreign travel package is provided to ORISE at least 50 days prior to the start of travel. Even if ORISE is not paying for any of the travel expenses, and is only paying the Participant's stipend while on travel, approval of the foreign travel is required (e.g., Participants studying abroad while on scholarship or fellowship appointment).

Some foreign travel may require pre-travel briefings, special training, or additional reporting responsibilities. In addition, a Participant who holds a security clearance is required to report foreign travel (personal or business) to the entity that holds the clearance.

TAXABILITY OF STIPENDS AND OTHER PAYMENTS

This statement is provided for information purposes only. It is not intended as legal or tax advice, or a definitive interpretation of the law.

Taxability and Filing with the Internal Revenue Service (IRS). All stipend payments and housing allowances paid by ORAU directly to the participant or on her/his behalf are considered taxable by the U.S. Federal government and should be reported annually. Stipend payments are not considered wages and should not be reported as such. Participants that will have no tax withheld by ORAU from their payments should consider filing Form 1040-ES on a quarterly basis and pay estimated Federal income taxes to avoid being out of compliance with Federal regulations about the timeliness of tax payments.

By accepting this appointment, the Participant agrees that s/he is NOT an employee of ORAU. The participant understands and agrees that ORAU, therefore, will NOT treat participants as employees for income tax purposes. The participant acknowledges her/his understanding and agreement that s/he is personally responsible for her/his individual tax preparation and payment.

Notification of Tax Status and Payments to Participants. Foreign nationals will receive notification from ORAU of their tax status after beginning their appointments and upon any incident that may affect their tax status. Foreign nationals for whom ORAU reports payments to the IRS will receive notification of the amount of these payments on a Form 1042-S before March 15 following the relevant tax year. All other participants will receive a Statement of Payments form detailing all taxable payments made to them by ORAU during the relevant tax year. These Statement of Payments forms will be distributed in February following the relevant tax year in which the payments were made.

Withholding and Reporting. The following table summarizes ORAU's responsibilities to withhold taxes and report to the IRS based on the participant's citizenship and tax status. ORAU does not withhold or report on state income taxes for any participant.

Citizenship Status	Qualifying Condition	ORAU Withholds for Federal Income Tax	ORAU Reports to the IRS
US Citizen	n/a	No	No
Lawful Permanent Resident (Green Card Holder)	n/a	No	No
Foreign national who is considered a resident for tax purposes*	Tax treaty between US and country of tax residency	No	Yes (on form 1042-S)
Foreign national who is considered a resident for tax purposes*	No tax treaty between US and country of tax residency	No	No
Foreign national who is not considered a resident for tax purposes**	Tax treaty between US and country of tax residency	No	Yes (on form 1042-S)
Foreign national who is not considered a resident for tax purposes**	No tax treaty between US and country of tax residency	Yes	Yes (on form 1042-S)

* A foreign national who meets the Substantial Presence Test and is, therefore, considered a resident of the US for tax purposes

** A foreign national who does not meet the Substantial Presence Test and is, therefore, NOT considered a resident of the US for tax purposes.

REPORTS, PROPOSALS, AND PUBLICATIONS

Participants are encouraged to publish reports and articles in scientific and engineering journals. All publications should show appropriate joint affiliation with the Participant and the facility at which the research was conducted. The Participant should acknowledge support by a statement identifying the specific program and the funding sponsor. If you will be named on a research proposal submitted by your host organization, you are required to report this information to your ORAU program contact **before** the proposal is submitted.

RESPONSIBILITY FOR PROPERTY

If the Participant is issued property or equipment by the host facility in connection with this assignment, the Participant recognizes his/her responsibility to protect, properly care for, and safeguard such property or equipment. The Participant further acknowledges that if such property or equipment is damaged, destroyed, stolen or lost as a result of the negligent actions or inactions of the Participant, the Participant is liable for the damage or loss, up to the fair market value of the property or equipment. The damage or loss may be recovered from awards hereunder.

DISCLAIMER OF LIABILITY

Neither DOE, ORAU, ORISE, the host facility, or its sponsoring agency or contractor, nor persons acting on their behalf, will be responsible for:

1. Any alleged or actual liability, cost or expense incurred as a result of personal injury to or death of persons, including the Participant, or damage to or destruction of property, or for any other loss, damage, or injury of any kind whatsoever, except where such death, injury, loss, or damage is the result of willful negligence or intentional misconduct of an officer, agent, or employee of ORAU, ORISE, the host facility, or the facility's sponsoring agency or contractor.
2. Any claims, losses, expenses (except as otherwise provided in these Terms of Appointment) or damages, including but not limited to, bodily injury, death, or property damage, caused by the negligence or misconduct of the Participant.
3. Any claims, losses, expenses, or damages, including, but not limited to, bodily injury, death, or property damage, arising out of, or resulting in any way from, the use or misuse of information acquired by the Participant during the appointment.

Neither DOE, ORAU, ORISE, the host facility, the facility's sponsoring agency or contractor, nor persons acting on their behalf, makes any warranty, express or implied, (i) with respect to the accuracy, completeness, or usefulness of any information acquired by the Participant during the appointment, (ii) that the use of any such information may not infringe upon privately owned rights, (iii) that the information acquired by the Participant during the appointment will not result in injury or damage when used for any purpose, or (iv) that information acquired by the Participant during the appointment will accomplish any particular results or are safe for any purpose, including the intended purpose.

PARTICIPANT DATA AGREEMENT

In consideration of this appointment, access to facilities of the U.S. Department of Energy (DOE) or its contractors or other DOE-approved host facilities for study and research, and receipt of an award during the appointment, the Participant hereby agrees as follows:

1. The Participant shall provide the host facility in written form any and all Technical Data produced or generated during the course of the appointment in whatever form it may be recorded. If not recorded or written, the Participant shall (upon request) provide the host facility a written report of any Technical Data whatsoever generated by the Participant during the course of the appointment, and the host facility and/or DOE and/or the Government of the United States shall have the right to use, duplicate or disclose such Technical Data, in whole or in part, in any manner and for any purpose whatsoever and to permit others to do so.
2. The Participant understands and agrees that the Participant shall respect any and all limitations to access to any Restricted Data or other classified information, proprietary information (including but not limited to proprietary data, trade secrets, or other information which is restrictively marked or designated), or any other Technical Data, commercial or financial information that is privileged or confidential, which the Participant receives during or as a result of such appointment, as may be established by the host facility or DOE. In the event that the Participant should receive or in any way obtain access to any such information in connection with this appointment, whether by authorization, inadvertently, or otherwise, the Participant further understands that unauthorized disclosure of, or failure to safeguard, such information may subject the Participant to civil and/or criminal liability under applicable laws of the United States.
3. As used in this Agreement, the term "Technical Data" means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may be, for example, documented, experimental, or developmental research; demonstration or engineering work usable or to be used to design a process or to procure or produce materials; or support

to maintain or operate a facility. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications, or related performance or design-type documents, or computer software (including computer programs, computer software databases, and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein does not include financial reports, costs analyses, or other information incidental to contract administration.

4. In recognition of the statutory intent set forth in Title 35 United States Code Section 212, this appointment is considered to be for educational purposes, and therefore, ORAU shall not assert any rights to inventions made by the awardee.

ACCEPTANCE OF TERMS OF APPOINTMENT

I have carefully read the above Terms of Appointment. With full knowledge that this appointment is granted subject to said Terms and that, by accepting the appointment, I am bound by said Terms of Appointment, the Appointment Letter, and the general program guidance, I do hereby accept the appointment, effective as of the date specified in the Certification of Start provided by the host facility.

Signature of Participant

Typed or Printed Name

Date

CERTIFICATION OF HEALTH INSURANCE

You **must** have health insurance during the entire duration of your appointment. Your appointment letter will indicate whether or not health insurance through ORAU is available to you. Please choose one of the following:

I certify that I will provide my own health insurance during the appointment period and that it will be effective no later than the date I start my appointment.

Name of Insurance Company: _____

Effective Period: From: _____ To: _____

I will enroll in health insurance coverage through ORAU (check this box only if your appointment letter indicates this is available to you).

Indicate type of coverage: Individual Family

I do not know at this time which health insurance provider I will use during my appointment, but I understand I must have coverage that takes effect no later than the date I start my appointment.

Signature of Participant

Typed or Printed Name

Date

Please sign both the Acceptance of Terms of Appointment and Certification of Health Insurance and return along with your signed Appointment Letter. To protect your Personally Identifiable Information, we recommend you mail or fax these documents to:

Attention: _____

ORAU
Scientific Assessment and Workforce Development

Fax number: _____

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