

Relocation Bonus Service Agreement

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1. This Relocation Bonus Service Agreement, which is established in accordance with the requirements of 5 CFR 575.206, is an employment agreement between the National Nuclear Security Administration (hereinafter referred to as NNSA) and _____ (hereinafter referred to as you or your) for the purpose of specifying the length of time you agree to work as a Federal employee at NNSA in return for NNSA's payment to you of a lump sum Relocation Bonus in the gross amount of \$_____, which represents _____% of your base pay.
2. You agree to remain in the employment of NNSA at the new duty station for a period of 12 months commencing from the effective date of your appointment at the new duty station on _____.
3. You understand that no monies can be paid to you under this Relocation Bonus Service Agreement until such time as you have established official residence within the commuting area of the new duty station.
4. You understand that any monies be paid to you under this Relocation Bonus Service Agreement are not considered part of your rate of basic pay for any purpose.
5. You agree that if you voluntarily leave NNSA for any reason (including but not limited to entering into the service of another Federal agency or organization in any branch of the United States Government) before completing the period of service agreed to above, you will repay the gross amount of the Relocation Bonus to NNSA on a pro rata basis. The amount to be repaid shall be determined by reducing the amount specified in No. 1 above by 1/12 of the amount specified in No. 1 above for each *full* month of employment completed by you under this service agreement.
6. You understand that any amounts which may be due to NNSA as a result of any failure on your part to complete the period of service specified in this agreement may be collected by offset from any monies owed to you by the United States Government (including any salary, payment for unused annual leave, etc.), or may be recovered by such other methods as approved by law. If you are determined to be indebted to NNSA, you have the right to file a request for a waiver of any indebtedness that you may have to NNSA under this service agreement based on a demonstration by you that NNSA's recovery of such indebtedness, in whole or in part, would be against equity and good conscience or against the public interest. The filing of such a waiver request shall not stay the operation of NNSA's debt collection procedures. The request must be filed with the Chief Financial Officer of your former NNSA organization that paid the Relocation Bonus.
7. NNSA agrees to waive any indebtedness as a result of any failure on your part to complete the period of service specified in this agreement in the event you are separated involuntarily for reasons other than performance or misconduct (i.e., as a result of reduction-in-force), you are separated because of death or disability retirement, or you are unable to continuing working because of disability evidenced by acceptable medical documentation.

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8. You acknowledge that this agreement does not in any way constitute a right, promise, or entitlement for continued employment with NNSA. In the event you are separated through no fault of your own or for no just cause before completion of this service agreement, you will not be required to repay any monies you have received under this agreement.

9. In the event that applicable laws or regulations change that would require a change(s) in the terms and conditions of this agreement, you agree that this agreement will be subject to them. If such a change requires NNSA to retroactively increase the length-of-service requirement, you agree to such change. If such a change requires NNSA to reduce existing length-of-service requirement, NNSA agrees to such change.

CERTIFICATIONS

I hereby certify that I have read and understand the terms and conditions of this agreement.

Employee

Date

Recommending Official

Date