§ 68c.10 What does an individual have
to do in return for loan repayments
received under the CIR-LRP?

Individuals must make a written
commitment in accordance with this
part to conduct, and must actually
conduct research with respect to con-
traception and/or infertility at an
NICHD intramural laboratory or an eli-
gible NICHD-supported extramural site
for a minimum initial period of two
years.

§ 68c.11 How does an individual re-
ceive loan repayments beyond the
initial two-year contract?

An individual may apply for and the
Secretary may grant extension con-
tracts for one-year periods, if there is
sufficient debt remaining to be repaid
and the individual is engaged in re-
search on infertility or contraceptive
development at an NICHD intramural
laboratory or eligible NICHD-supported
extramural site.

§ 68c.12 What will happen if an indi-
vidual does not comply with the
terms and conditions of participa-
tion in the CIR-LRP?

(a) Absent withdrawal (see § 68c.2) or
termination under paragraph (d) of this
section, any participant who fails to
begin or complete the minimum two-
year service obligation required under
the Program contract, will be consid-

erred to have breached the contract and
will be subject to assessment of mone-
tary damages and penalties as follows:

(1) Participants who leave during the
first year of the initial contract are
liable for amounts already paid by the
CIR-LRP on behalf of the participant
plus an amount equal to $1,000 multi-
plied by the number of months of the
original two-year service obligation.

(2) Participants who leave during the
second year of the contract are liable
for amounts already paid by the NICHD
on behalf of the participant plus $1,000
for each unserved month.

(b) Participants who sign a continu-
ation contract for any year beyond the
initial two-year period and fail to com-
plete the one-year period specified are
liable for the pro rata amount of any
benefits advanced beyond the period of
completed service plus an amount
equal to the number of months of obli-
gated service that were not completed
by the participant multiplied by $1,000.

(c) Payments of any amount owed
under paragraph (a) or (b) of this sec-
tion shall be made within one year of
the participant’s breach (or such longer
period as determined by the Secretary).

(d) Terminations will not be consid-
ered a breach of contract in cases
where such terminations are beyond
the control of the participant as fol-
lows:

(1) Terminations for cause or for con-
venience of the Government that are
not based upon a breach or default of
the participant will not be considered a
breach of contract and monetary dam-
gages will not be assessed.

(2) The participant transfers to an-
other NICHD intramural laboratory or
eligible NICHD-supported extramural site, in which case the participant re-
mains bound to any and all obligations
of the contract.

(3) The participant transfers to a site
other than an NICHD intramural lab-
oratory or eligible NICHD-supported
extramural site, in which case the par-
ticipant may not be assessed monetary
penalties if, in the judgement of the
CIR-LRP Panel, the participant con-
tinues to engage in contraception and/
or infertility research for any remain-
ing period of obligated service as set
forth in the contract.