This contract represents an agreement entered into between the United States Army and the Reserve Officers' Training Corps (ROTC) scholarship recipient (cadet) named herein, with the consent of the parent or guardian if the cadet is under the age of 18, to effect the cadet's participation in the Army Reserve Officers' Training Corps Program. It is hereby agreed by both parties, the United States Army and the Cadet, that the sole purpose of the ROTC scholarship program is to produce officers for the United States Army. Entry into this program is a serious commitment. This commitment must be made with the resolve to attain a commission. If there are any doubts about the prospective cadet's ability or determination to fulfill the terms of this contract, then this contract should not be executed. In consideration of the mutual benefits, which will accrue to the parties hereto by reason of the cadet's participation in the Army ROTC and later service in the United States Army, the parties agree to the terms below.

PART I - AGREEMENT OF THE DEPARTMENT OF ARMY

1. DEPARTMENT OF THE ARMY AGREEMENTS. In consideration of the agreement in Part II below, the Department of the Army agrees to—

   a. PAY SCHOLARSHIP BENEFITS. Pay for a period of _______ academic years (provided funds are appropriated by Congress) the following:

      (1) TUITION AND FEES. Tuition and educational fees up to an annual amount of $________.

      (2) BOOKS AND LABORATORY EXPENSES. A flat rate of $________, which may increase during the period of this contract, will be reimbursed as established on an annual basis by the U.S. Army Cadet Command, for textbooks, and laboratory expenses. This will be payable on the first day of enrollment for all returning or previously enrolled cadets. The flat rate for new award winners will be paid promptly upon completion of the 45-day requirement or upon validation of the scholarship contract whichever is later. (Any items the cadet believes are needed that would exceed this rate must be purchased with other than Army funds.)
(3) PAYMENT TERMS.

(a) Scholarship payment for tuitions and fees will be made if the cadet remains actively enrolled as a scholarship student on the 45th day after the start of each academic year. The 45-day waiting period applies only to the first term of each academic year (usually the Fall semester/quarter). The waiting period will not apply to the second semester or to second/third quarters. If the cadet enters into a scholarship contract after the 45th day of the first term of the academic year, he or she is immediately eligible for scholarship benefits payments.

(b) After the 45-day waiting period, payment for tuition and fees will be made to the beginning of the term, or the date the cadet began the term, whichever is later, provided that this contract is consummated before the end of that term.

(c) If the educational institution will not defer the payment of tuition and other fees until the 45th day after the start of classes, the cadet is responsible for payment of the tuition and fees. The Army is not obligated to pay any late fee incurred as a result of the cadet’s failure to pay the costs of tuition and fees prior to the 45th day.

b. PAY MONTHLY SUBSISTENCE. Pay a subsistence allowance for participation in the scholarship program for 10 months of any academic year (or the actual duration of the academic year, whichever is shorter) at the rate of $______ per month for MS I cadets; $______ per month for MS II cadets; $______ per month for MS III cadets; $______ per month for MS IV cadets; and $______ for MS V cadets. These rates are generally prescribed by law and implemented by the Secretary of Defense and may change during the period of this contract. Entitlement is not to exceed—

(1) 50 months for a 5-year scholarship (or extended benefits under 4-year scholarship).

(2) 40 months for a 4-year scholarship.

(3) 30 months for a 3-year scholarship.

(4) 20 months for a 2-year scholarship.

c. PAY FOR ATTENDANCE AT LEADER DEVELOPMENT AND ASSESSMENT COURSE (LDAC). Provide a daily rate of pay, which is prescribed by law for cadets of the United States Military Academy and implemented by the Department of Defense Military Pay and Allowance Entitlements Manual (DODPMI), for the period that the cadet attends LDAC.

NOTE: Payment for travel from the cadet’s home of record to the school listed above is not authorized under this scholarship contract. (EXCEPTION: The only exception is for four-year, Military Junior Colleges (MJC), and Green-to-Gold scholarship recipients who are paid for one time travel from home of record to school to accept an appointment as a scholarship cadet and to enlist in the USAR Control Group (ROTC)).

d. PROVIDE TRAINING. Provide the cadet with U.S. Army-sponsored and -funded Reserve Officer Training.

e. DELAY ACTIVE DUTY FOR GRADUATE/PROFESSIONAL STUDY. The obligated period of active duty this contract requires may be delayed upon commissioning, if the cadet’s application for resident graduate or professional study is approved, until completion of the authorized delay.

f. COMMISSION AS AN OFFICER. Upon satisfactory completion of the academic, military, and all other requirements of the Army ROTC program, a cadet may be appointed as a reserve officer in the Army in the grade of second lieutenant.
2. **GENERAL CADET AGREEMENT.** As the ROTC scholarship cadet named above, I hereby agree to do the following:

   a. **ENLISTMENT AGREEMENT.** As a condition for membership in the Army ROTC Program, I agree to enlist in the Reserve Component of the United States Army (with an assignment to the USAR Control Group (ROTC)) for a period prescribed by the Secretary of the Army.

   b. **ENROLLMENT AGREEMENT.** I agree to enroll in the necessary courses and successfully complete, within the prescribed time, the requirements for the degree in the academic major stated above. I agree to remain enrolled in and successfully complete the ROTC program, including LDAC and all training as prescribed by the Secretary of the Army or his/her designee, as a prerequisite for commissioning.

   c. **FULL-TIME STUDENT AGREEMENT.** I agree to remain a full-time student in good standing at the educational institution named above until I receive my degree. A full-time student is defined as one enrolled in sufficient academic courses to obtain sophomore, junior, and senior academic status at the end of each appropriate one-academic-year increment for the duration of the scholarship. This includes the required Army ROTC classes, which may be part of or in addition to those courses required for my degree. If I desire to transfer to another institution or take a leave of absence from the continuous performance of this contract, I agree to obtain prior written approval from the Professor of Military Science (PMS).

   d. **ACADEMIC GRADE POINT AVERAGE AGREEMENT.** I agree to maintain, at a minimum, a cumulative academic grade point average of 2.0 on a 4.0 or equivalent scale. This grade point average must also be maintained for each semester or quarter. If I am required by my academic major or by the school I am attending to maintain a higher cumulative and semester or quarter grade point average, I agree to maintain that higher standard until the completion of the academic requirements for my degree. I understand and agree that failure to maintain the minimum academic grade point average may subject me to disenrollment from the ROTC program.

   e. **ROTC COURSES GRADE POINT AVERAGE AGREEMENT.** I agree to maintain at least a 2.0 on a 4.0 or equivalent scale, cumulative and semester or quarter academic grade point average in all ROTC courses. I understand and agree that failure to maintain the minimum ROTC courses grade point average may subject me to disenrollment from the ROTC program.

   f. **MEDICAL AND PHYSICAL FITNESS STANDARDS.**

      (1) I agree to maintain eligibility for enrollment and retention in ROTC and commissioning, as defined by statute, Army regulation, and this contract, throughout the period of this contract. I agree to meet and maintain the Army Physical Fitness Test (APFT) standard and the screening weight or body fat percentage required by the Army Weight Control Program as required of active duty soldiers each year and prior to attendance at ROTC LDAC. These will be continuous requirements that I must continue to meet until the date that I report to Officer Basic Course (OBC) or a Reserve Component unit and thereafter. Commissioning eligibility standards, including the APFT and Army Weight Control Program standards, are subject to change, and I must keep myself informed of such changes through contact with the PMS. I understand and agree that failure to maintain the weight and physical fitness requirements may subject me to disenrollment from the ROTC program.

      (2) I agree to undergo precommissioning drug and alcohol screening tests, normally administered during LDAC training, or as may otherwise be prescribed by U.S. Army Cadet Command. If the result of any test is positive, I will be subject to disenrollment from the ROTC program.

      (3) I agree to undergo testing for HIV (Human Immunodeficiency Virus) antibody during my precommissioning physical examination; normally during LDAC training or as the U.S. Army Cadet Command may otherwise prescribe. If the result of the testing is confirmed positive, I will be disenrolled from the ROTC program.
PART III - AGREEMENT OF SCHOLARSHIP CADET CONTRACTING IN THE SENIOR ROTC PROGRAM (Continued)

h. NURSE CADET AND ARMY MEDICAL SPECIALIST CORPS CADET ADDITIONAL AGREEMENT. I agree, if I am a nurse candidate or a medical specialist corps cadet, to complete a baccalaureate program from an accredited and approved educational institution with an academic and clinical curriculum in English. I also agree to complete my ROTC training requirements by my projected commissioning date and accept, if offered, a commission in the USAR. I further understand that if selected for active duty in the Army Nurse Corps or Army Medical Specialist Corps, I must first pass the professional degree and licensing exam requirements set forth in relevant Army regulations prior to entry on active duty for my particular specialty. If a nurse cadet, I will take the exam not later than 60 days after graduation. If I fail the exam, I must retake it within 120 days after the first exam. If I fail my nurse licensing examination for the second time, I will be branched based on the needs of the Army.

3. ADDITIONAL TERMS AND CONDITIONS. I further understand that--

a. DISCLOSURE OF DISQUALIFYING CONDITIONS. By executing this contract, I represent that I meet all eligibility criteria for contracting in the ROTC Program and commissioning, as defined by statute, Army regulation, and this contract. I represent that I have disclosed or will disclose any and all pre-existing medical conditions and non-medical conditions that would make me ineligible for enrollment in the ROTC program as specified in statute, Army regulations (including but not limited to AR 145-1) and this contract. If I am ineligible for contracting in ROTC based on a particular medical or non-medical condition, but such ineligibility may be waived, I must obtain an approved waiver before executing this contract. Failure to have disclosed or to disclose any disqualifying condition, including any conditions I should have known about, will subject me to disenrollment from the ROTC program and possible recoupment of scholarship benefits. I certify that I have been notified of the Department of Defense Homosexual Conduct Policy, and I understand that my sexual orientation does not make me ineligible for contracting with the Army. Therefore, nothing in this paragraph requires a disclosure of my sexual orientation in violation of the Department of Defense Homosexual Conduct Policy as addressed in AR 600-20.

b. NATURE OF DUTIES AND CONSCIENTIOUS OBJECTOR STATUS. My acceptance of the terms and conditions of this agreement signifies my readiness to bear arms, to engage in and support combat operations and to operate and support operations of approved weapons systems. If at any time I apply for and receive conscientious objector status, I will be disenrolled from the program. If conscientious objector status is approved, my failure to complete the service obligation within this contract will result in my disenrollment, at which point I may be required to reimburse the United States Government for advanced educational assistance expended on my behalf.

c. CADET OBLIGATION.

(1) CADETS. I understand and agree that I will incur an active duty and/or reimbursement obligation after the first day of my MS II year (sophomore year) if I am a three-, four- or five-year scholarship recipient; after the first day of my MS III year (junior year) if I am a two-year scholarship recipient; or after the first day of my MS IV year (senior year) if I am a one-year or less scholarship recipient.

(2) GREEN-TO-GOLD CADETS. If I was conditionally discharged from the active Army to become a scholarship recipient, I am obligated and may not voluntarily withdraw from the ROTC program from the date of discharge without incurring an active duty or reimbursement obligation.

(a) If I am an MS I/freshman and I am disenrolled from the ROTC Program for any reason, I may be returned to active duty for the time not served on my original active duty enlistment when I was separated to accept the ROTC scholarship. If I have less than one year remaining on my original active duty enlistment and am not returned to active duty, I may be required to repay scholarship funds expended on my behalf.

(b) If I am in the ROTC program beyond the MS I/freshman year and am disenrolled, I may be returned to active duty or I may be involuntarily ordered to active duty as stipulated in paragraph 6 of this contract. In case of personal hardship, I may request return to active duty in my enlisted status to serve
out the time remaining on my original active duty enlistment contract instead of the active duty obligation stipulated in paragraph 6 of this contract.

NOTE: If I am a cadet with prior service, I understand that I will be required to serve any unexpired portion of my previous statutory enlistment obligation. The unexpired portion of my previous statutory enlistment obligation runs concurrently with my contractual military service obligation under this contract.

4. CADET AGREEMENTS UPON PROGRAM COMPLETION. Upon completion of all requirements for appointment, to include medical qualification, all prescribed military science courses, LDAC and any other training that may be prescribed by the Secretary of the Army or his or her designee, I agree to, as prescribed by the Secretary of the Army, complete the following requirements:

   a. ACCEPTANCE OF APPOINTMENT. I agree to accept an appointment, if offered, as a commissioned officer in the U.S. Army or for a period as prescribed by relevant Army regulations based on the needs of the Army, followed by service in the Reserve Component as set forth in relevant Army regulations, until the remainder of my eight-year contractual military service obligation has been served.

       (1) ACTIVE DUTY ASSIGNMENT. Serve up to 4 years on active duty as a commissioned officer in the U.S. Army or for a period as prescribed by relevant Army regulations based on the needs of the Army, followed by service in the Reserve Component as set forth in relevant Army regulations, until the remainder of my eight-year contractual military service obligation has been served.

       (2) RESERVE COMPONENT DUTY ASSIGNMENT. Serve a short period of active duty or active duty training if appointed for duty in a Reserve Component. If I am not selected for extended active duty, I will complete an officer's basic course for branch qualification. This will be followed by service in a Reserve Component Unit (ARNGUS or USAR), which has Monthly Unit Training Assemblies and an annual training period of approximately two weeks until the remainder of my contractual military service obligation has been served.

       (3) UNAVAILABILITY OF TROOP PROGRAM UNIT ASSIGNMENT. If I am fulfilling my obligation through Reserve Component duty and an appropriate troop program unit assignment is not available or becomes unavailable in either the U.S. Army Reserve or the Army National Guard of the United States, I agree to participate as a member of the Individual Mobilization Augmentee (IMA) program by serving at least twelve (12) days, excluding travel time, on annual training each fiscal year as directed by the Human Resources Command - St. Louis (HRC-St Louis). If it is determined that neither an appropriate unit nor an IMA assignment is available, I agree to participate as a member of the Individual Ready Reserve (IRR) by serving up to twelve (12) days of training each fiscal year until such time as an appropriate unit or IMA assignment becomes available or until the expiration of my contractual military service obligation. I may be required to travel the distance specified in Army regulations to fulfill my contractual military service obligation.

       (4) THE ARMY NATIONAL GUARD COMBAT REFORM INITIATIVE (ANGCRI). If I am offered the opportunity to participate in the Army National Guard Combat Reform Initiative (ANGCRI), I understand and agree that in return for participation in the ANGCRl program, I will serve my remaining service obligation in an Army National Guard unit. In lieu of completing my active duty service obligation, including mandatory service requirements as prescribed by Federal statute, Army regulation, and my ROTC contract. Furthermore, if I voluntarily, or because of misconduct, fail to complete my obligated Reserve service in an Army National Guard unit, the Army may require me to return to active duty to complete the remainder of my service obligation or the Army may seek recoupment against me.

   b. APPLICATION FOR RESERVE COMPONENT DUTY ASSIGNMENT. I understand that I may apply for a Reserve Component appointment and request service on active duty or service with a Reserve Component Unit (ARNGUS or USAR) at my discretion. However, my selection for the appointment and service shall be determined according to the needs of the Army at the time that my requested appointment is considered. Further, specific career field choices and branch assignments cannot be guaranteed but will be made according to the needs of the Army no earlier than 12 months before commissioning.
c. If granted scholarship benefits beyond four years, I am obligated to serve an additional period of active duty equivalent to any scholarship entitlements extended beyond four years, e.g., six months for each additional semester of financial assistance granted (or four months for each additional quarter of financial assistance granted).

5. TERMS OF DISENROLLMENT. I understand and agree that once I become obligated and I am disenrolled from the ROTC program for breach of contractual terms or any other disenrollment criteria established now or in the future by Army regulations (which include, but are not limited to, AR 145-1) incorporated herein by reference, I am subject to the terms in paragraphs 5a through 5e below:

   a. I AGREE TO SERVE ON ENLISTED ACTIVE DUTY. Under the terms of this contract, the Secretary of the Army or his or her designee, may order me to active duty as an enlisted soldier, if I am qualified, for a period of not more than four (4) years if I fail to complete the ROTC program. If I am disenrolled after the point of obligation, I may be ordered to active duty for one of the periods listed in paragraph 6 below based upon the year during which my disenrollment was initiated;

   b. I AGREE TO REIMBURSE THE UNITED STATES GOVERNMENT. If I am offered the opportunity to repay my advanced educational assistance in lieu of being ordered to active duty, I will be required to reimburse the United States government through repayment of an amount of money, plus interest, equal to the entire amount of financial assistance (to include tuition, educational fees, books, laboratory expenses, and supplies) paid by the United States for my advanced education from the commencement of this contractual agreement to the date of my disenrollment or refusal to accept a commission. This amount includes any financial assistance I may have received prior to my obligation point. I agree that any money I am determined to owe to the United States shall bear interest at the rate equal to the highest rate being paid by the United States on securities having maturity dates of ninety days or less and shall accrue from the day that I am first notified of the amount I owe to the United States as reimbursement under this contract. I understand that I may be deemed to have failed to comply with the terms and conditions of this contract (breach of contract) regardless of whether I knew that the failure violated the contract and regardless of whether the failure was the result of an act or omission on my part made with a specific intent to avoid responsibilities under the contract.

   c. FAILURE TO COMPLETE REQUIRED SERVICE OBLIGATION. I understand and agree that if I voluntarily or because of misconduct fail to begin or fail to complete any period of active duty or duty in a reserve status not on active duty that I have incurred under this contract whether as an officer or an enlisted soldier, I will be required to reimburse the United States an amount of money, plus interest, that is equal to or bears the same ratio to the total cost of the financial assistance provided to me by the United States as the unserved portion of such duty bears to the total period of such duty I was obligated to serve.

   d. I AGREE THAT PENDING DISCHARGE FROM ROTC, I MAY NOT ENLIST. I may not enlist in the active Army, another military service, or in a military service academy while I am a contracted ROTC cadet unless I am properly released from my ROTC cadet status.

   e. I AGREE THAT ANY OBLIGATION TO REIMBURSE WILL NOT BE ALTERED BY SUBSEQUENT ENLISTED DUTY. If I am disenrolled from ROTC, I understand the Secretary of the Army, or his or her designee, retains the prerogative to either order me to active duty or order monetary repayment of my scholarship benefits. Therefore, if I am required to repay my advanced educational assistance under the terms of this contract, my subsequent enlistment in an Armed Service will not relieve me from my repayment obligation.

6. ENLISTED ACTIVE DUTY SERVICE OBLIGATIONS. If I am called to active duty for breach of contract under the provisions of paragraph 5, above, I will be ordered to active duty for one of the periods listed below, based upon the year during which the breach occurs:

   a. During MS II, 2 years;

   b. During MS III, 3 years;
c. During MS IV, 4 years;

d. After completion of MS IV, 4 years if I was a 2, 3, or 4-year scholarship recipient;

e. Scholarship recipients who are granted extended scholarship benefits beyond 4 years incur an additional active duty service obligation equivalent to the length of the extended period of scholarship benefits.

f. Any unexpired portion of my enlistment obligation remaining after such active duty must be served in a Reserve Component.

7. LEAVE OF ABSENCE, SUSPENSION OR TERMINATION OF SCHOLARSHIP BENEFITS. If my scholarship benefits are temporarily inactivated by a leave of absence or administrative suspension, or are terminated due to my failure to meet academic or military retention standards for scholarship cadets, as prescribed by law, Army regulation, or this contract; I will not be relieved of my obligation to the U.S. Army and my obligations under this contract remain in effect. If my ROTC scholarship contract is terminated for any reason, but I am qualified and am allowed to remain in the ROTC program as a nonscholarship cadet, I understand that I will not be required to reimburse the United States for any financial assistance I received provided that I successfully completed the ROTC program and all of the active duty and duty in a reserve status not on active duty for which I am obligated under the provisions of this scholarship contract.

8. RELEASE FROM OBLIGATIONS. I understand that the Secretary of the Army or his/her designee may at any time release me without notice from the obligations under this contract and disenroll me from the ROTC Program without further benefits hereunder if, in the opinion of the Secretary of the Army or his or her designee, it is in the best interest of the Army.

9. COMPLIANCE WITH AND CHANGES IN ELIGIBILITY REQUIREMENTS. I acknowledge that I have discussed the eligibility requirements pertaining to enrollment in ROTC, enlistment in the USAR or ARNG, and accepting a commission as an officer, with the PMS or other designated and authorized ROTC cadre member, and that I understand these requirements. I realize that these requirements may change in the future. I agree to keep myself apprised of all changes in requirements and to maintain my eligibility to participate in ROTC at all times in the future. I also agree to inform the PMS of any change in my eligibility (medical and non-medical) based on current or revised requirements as soon as I know or should have known of a change in my eligibility status. Failure to so advise the PMS may result in disenrollment. Nothing in this paragraph requires a disclosure in violation of the Department of Defense Homosexual Conduct Policy as addressed in AR 600-20.

10. DECLARATION OF BANKRUPTCY. I understand that the cost of my education under this program is, for all purposes, a debt owed to the United States and entered into voluntarily on my part which, under the provisions of Title 10, United States Code, Section 2005, Subsection (d), may not voluntarily be discharged by my declaration of bankruptcy if less than five (5) years after the last day of the specified period of active duty.

11. ORDER TO ACTIVE DUTY IN THE EVENT OF A WAR. I understand that either as an enlisted member or as a commissioned officer in the Reserve Component of the Army of the United States or upon my transfer or assignment thereto, I may be ordered to active duty without my consent in the event of a war, a national emergency declared by Congress or the President, an order of the Selected Reserve to active duty authorized by the President, and as otherwise authorized by law, such call to active duty could be for the duration of a war or any period of time authorized by law.

12. COMPLETE AGREEMENT AND SEVERABILITY. I understand the provisions in the contract contain the only binding promises by and to both parties. This agreement controls over any conflicting advice or information that I may have received orally or in writing from Cadet Command, my PMS, other cadre, cadets or others regarding my obligations and agreements to the Army. If any provision within this agreement is determined to be invalid or unenforceable by a court of law, the remaining terms and agreements remain in full force and effect.
### PART III - AGREEMENT OF SCHOLARSHIP CADET CONTRACTING IN THE SENIOR ROTC PROGRAM (Continued)

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<th>N. HOME ADDRESS (Include ZIP Code)</th>
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### PART III - CONSENT OF PARENT OR GUARDIAN TO CONTRACT IN ROTC AND ENLIST IN THE U.S. ARMY RESERVE
(To be completed if applicant is under 18 years of age at time of contracting in the ROTC program)

13. I certify that I am the applicant's parent or legal guardian, and that the applicant's date of birth as shown above is correct.

14. I consent to applicant's enrollment in the ROTC and to enlistment in the USAR.

15. I have read and thoroughly understand the above statements of terms under which the applicant is being enrolled, including all statutes, directives, and regulations, incorporated by reference. I relinquish all claims to applicant's service and to any wages or compensation for such service. I understand that the applicant will be subject to all of the requirements and lawful commands of the officers who may from time to time be placed over the applicant, and I certify that no promise of any kind has been made to me concerning the applicant's assignment to duty or appointment as an officer as an inducement to me to sign this contract.

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<tr>
<th>Q. SIGNATURE OF PARENT OR GUARDIAN</th>
<th>R. SIGNATURE OF WITNESS</th>
<th>S. DATE (YYYYMMDD)</th>
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### PART IV - CONFIRMATION OF ENROLLMENT AS AN ROTC SCHOLARSHIP CADET
(And of Enrollment in the ROTC Program, If not previously enrolled)

16. On the basis of the above executed contract (Part II), the above named applicant's selection for the award of the financial assistance indicated (Part I), and the executed consent of the parent or guardian (Part III), if applicable, I have selected and enrolled this applicant as a cadet in the ROTC Program on the effective date of enrollment in item T.

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<th>T. EFFECTIVE DATE OF ENROLLMENT (YYYYMMDD)</th>
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### PART V - FOR THE SECRETARY OF THE ARMY

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<tr>
<th>U. NAME OF ROTC CONTRACTING OFFICIAL (Print or Type)</th>
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<td>V. SIGNATURE OF ROTC OFFICIAL</td>
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