

**U.S. NUCLEAR REGULATORY COMMISSION  
NOTICE OF GRANT/ASSISTANCE AWARD**

<b>1. GRANT/AGREEMENT NO.</b> NRC-38-07-708	<b>2. MODIFICATION NO.</b> M002	<b>3. PERIOD OF PERFORMANCE</b> FROM: 09/01/2007 TO: 08/31/2008	<b>4. AUTHORITY</b> Pursuant to Section 31b and 141b of the Atomic Energy Act of 1954, as amended															
<b>5. TYPE OF AWARD</b>  <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	<b>6. ORGANIZATION TYPE</b>  State Controlled Hi-Ed Inst. DUNS: 800188807	<b>7. RECIPIENT NAME AND ADDRESS</b> UNIVERSITY OF TEXAS OF THE PERMIAN BASIN  4901 E UNIVERSITY BLVD ODESSA TX 797628122																
<b>8. PROJECT TITLE:</b> PROPOSAL FOR FUNDING OF THE USNRC SCHOLARSHIP/FELLOWSHIP PROGRAM																		
<b>9. PROJECT WILL BE CONDUCTED PER GOVERNMENT'S/RECIPIENT'S PROPOSAL(S) DATED</b> 06/18/2007 Revised Proposal: 08/24/2007 <b>AND APPENDIX A-PROJECT GRANT PROVISIONS</b>	<b>10. TECHNICAL REPORTS ARE REQUIRED</b>  <input checked="" type="checkbox"/> PROGRESS AND FINAL <input type="checkbox"/> FINAL ONLY <input type="checkbox"/> OTHER (Conference Proceedings)	<b>11. PRINCIPAL INVESTIGATOR(S) NAME AND ADDRESS</b> Dr. James Wright University of Texas of the Permian Basin 4901 East University Odessa, TX 79762																
<b>12. NRC PROGRAM OFFICE (NAME &amp; ADDRESS)</b> U.S. Nuclear Regulatory Commission Office of Human Resources Attn: Randi Neff, 301-492-2301 Mail Stop: W5-A6 Washington, DC 20555 Email: rknl@nrc.gov	<b>13. ACCOUNTING &amp; APPROPRIATION DATA</b> APPN. NO: N/A B&R NO: N/A JOB CODE: N/A BOC NO: N/A OFFICE ID NO: 38	<b>14. METHOD OF PAYMENT</b>  <input type="checkbox"/> ADVANCE BY TREASURY CHECK <input type="checkbox"/> REIMBURSEMENT BY TREASURY CHECK <input type="checkbox"/> LETTER OF CREDIT <input checked="" type="checkbox"/> OTHER (SPECIFY) A.5 Payment via EFT-CCR (See Attach. 30 in Appendix A - "Electronic Payment")																
<b>15. NRC OBLIGATION FUNDS</b>  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">THIS ACTION</td> <td style="width:30%; text-align: right;">\$0.00</td> </tr> <tr> <td>PREVIOUS OBLIGATION</td> <td style="text-align: right;">\$39,744.00</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$39,744.00</td> </tr> </table>		THIS ACTION	\$0.00	PREVIOUS OBLIGATION	\$39,744.00	TOTAL	\$39,744.00	<b>16. TOTAL FUNDING AGREEMENT</b>  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">NRC</td> <td style="width:30%; text-align: right;">\$39,744.00</td> <td style="width:40%;">This action provides funds for Fiscal Year 2008 in the amount of \$0.00</td> </tr> <tr> <td>RECIPIENT</td> <td style="text-align: right;">_____</td> <td></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$39,744.00</td> <td></td> </tr> </table>		NRC	\$39,744.00	This action provides funds for Fiscal Year 2008 in the amount of \$0.00	RECIPIENT	_____		TOTAL	\$39,744.00	
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<b>17. NRC ISSUING OFFICE (NAME AND ADDRESS)</b>  U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mandy Mauer, 301-415-0030, mmm2@nrc.gov Mail Stop T-7-I-2 Washington, DC 20555																		
<b>18. RECIPIENT</b>  _____ (Signature) _____ (Date)		<b>19. NRC CONTRACTING OFFICER</b>  <div style="text-align: center;"> </div> _____ (Signature) _____ (Date)																
NAME (TYPED) _____  TITLE _____  TELEPHONE NO. _____		NAME (TYPED) <sup>for</sup> Donald A. King _____  TITLE Contracting Officer _____  TELEPHONE NO. 301-415-6713 _____																
<b>20. PAYMENT INFORMATION</b>  Payment will be made within thirty (30) days after receipt of the billing unless the bill is improper or the recipient has failed to comply with the program objectives, award conditions, Federal reporting requirements or other conditions specified in OMB Circular A-110.  Payment will be made by: _____ Vouchers should be submitted in an original and three (3) copies on form 270 to: _____  <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; vertical-align: top;">           U.S. Nuclear Regulatory Commission            Payment Team, Mail Stop T-9-H-4            Attn: NRC-38-07-708             Washington DC 20555         </td> <td style="width:50%; vertical-align: top;">           U.S. Nuclear Regulatory Commission            Division of Contracts, Mail Stop T-7-I-2            Attn: NRC-38-07-708            Washington, DC 20555         </td> </tr> </table>				U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: NRC-38-07-708  Washington DC 20555	U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2 Attn: NRC-38-07-708 Washington, DC 20555													
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<b>21. Attached is a copy of the "NRC General Provisions for Grants and Cooperative Agreements Awarded to Institutions of Higher Education and Other Nonprofit Organizations". Acceptance of these terms and conditions is acknowledged when Federal funds are used on this project.</b>																		
<b>22. ORDER OF PRECEDENCE</b> In the event of a conflict between the recipient's proposal and this award, the terms of the Award shall prevail.																		
<b>23. By this award, the Recipient certifies that payment of any audit-related debt will not reduce the level of performance of any Federal Program</b>																		

The purpose of this modification is to revise "NRC General Provisions for Grants and Cooperative Agreements Awarded to Institutions of Higher Education," Section 28b., replacing the Scholarship and Fellowship Program Service Agreement incorporated as Attachment No. 1, in Modification No. 001, with the revised Scholarship and Fellowship Program Service Agreement. Accordingly, the grant is modified as follows:

Under Section 28b., Attachment No. 1 is replaced with the revised Scholarship and Fellowship Program Service Agreement, which is hereby incorporated as Attachment No. 1 - Revision No. 1, to the award document.

All other terms and conditions of this grant remain the same.

A summary of obligations, from the award date through the date of this action, is given below:

Total FY 07 obligation amount:	<u>\$50,000.00</u>
Total NRC obligations:	\$50,000.00

This modification obligates NO FUNDS.

**Scholarship and Fellowship Program  
Service Agreement**

1. This service agreement is required for all recipients of scholarships or fellowships (hereinafter referred to as the "recipient") funded by the U.S. Nuclear Regulatory Commission (NRC) through the University of \_\_\_\_\_.
2. This agreement confirms the recipient's obligations to maintain satisfactory academic progress, accept any offer of employment with the NRC in the field for which the scholarship or fellowship was awarded, and complete a specified period of service with NRC.
3. The scholarship recipient must: (check here \_\_\_ if scholarship)
  - a. remain matriculated in the degree program for the field of study for which the scholarship was approved,
  - b. maintain satisfactory academic progress in the recipient's field of study, as demonstrated by maintaining a 3.5 Grade Point Average both overall and within the recipient's major, and
  - c. maintain a course load of at least 12 credit hours per semester as a full-time student in good standing.
4. The fellowship recipient must: (check here \_\_\_ if fellowship)
  - a. maintain a 3.6 GPA overall and within a field of study
  - b. maintain a course load of at least 9 credit hours per semester and be classified as a full time student
  - c. remain matriculated in the degree program for the field of study for which the fellowship was approved.
5. If a recipient fails to maintain satisfactory academic progress, the scholarship or fellowship will be terminated and the recipient must repay the NRC the full amount of the scholarship/fellowship.
6. A minimum of 90 days before completion of the academic degree in connection with which the scholarship or fellowship was provided, the recipient must contact the NRC Grants Program Manager, immediately accept employment, if offered, with the NRC, and complete all required pre-appointment processes. Employment is at the convenience of the NRC; receipt of a scholarship or fellowship does not guarantee employment. An offer of employment is contingent, among other things, upon satisfactory completion of pre-appointment processing leading to an NRC security clearance.
7. If the recipient is offered employment, this agreement obligates the recipient to serve with the NRC for a period equal to 1 calendar year for each full or partial academic year of education sponsored in whole or in part by the scholarship/fellowship.

8. If a recipient receives any subsequent scholarship(s) or fellowship(s) through this program, the service obligation periods will be consecutive.
9. At the discretion of the NRC, the service obligation period may be delayed to allow the recipient to continue a subsequent degree program immediately following that sponsored under this program. For example, a recipient who receives a fellowship to earn a Master's degree, may request and be permitted to delay fulfilling their service obligation to the NRC until after they complete a subsequent terminal degree program. Any such requests must be made to the NRC before a student enrolls in a subsequent degree program. If a student enrolls in a subsequent degree program before or without NRC approval, and the NRC does not subsequently approve the request, the NRC will not be held liable for any expenses incurred to dis-enroll, or for failure to otherwise meet the terms of this service obligation. Recipients only incur a service obligation to NRC for funded periods of study.
10. If a recipient voluntarily leaves the NRC during the period of obligated post-academic service, the recipient immediately becomes liable to the U.S. Government for repayment of the entire amount of the assistance provided under the scholarship or fellowship plus any applicable interest at a rate determined by the Commission in accordance with standard Federal debt collection procedures (See 10 C.F.R. Part 15).
11. The recipient understands that his or her last pay check and any lump sum payment for annual leave and other payment due on separation will be applied toward this debt without further notice. If the recipient's last pay check and any lump sum payment do not satisfy the debt, the recipient may pay the balance of the debt in full or set up a repayment plan.
12. This agreement will be cancelled and right of recovery waived if:
  - a. NRC does not offer employment,
  - b. the recipient is separated involuntarily for reasons other than misconduct or delinquency, or
  - c. the recipient separates for other reasons fully acceptable to NRC.
13. By signing this agreement, the recipient certifies that he or she has read this agreement and agrees to all of the obligations it entails.

\_\_\_\_\_  
Scholarship or Fellowship Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
University Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
NRC Office of Human Resources

\_\_\_\_\_  
Date