

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

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|--|---|---|--|---------------------|--------|--------------|--------------------|---|--|-----|-------------|--|-----------|--------------|-------------|--------------|---------------------|--|
| 1. GRANT/AGREEMENT NO. NRC-03-09-087 | 2. MODIFICATION NO. | 3. PERIOD OF PERFORMANCE FROM: 09/30/09 TO: 10/16/09 | 4. AUTHORITY Pursuant to Section 31b and 141b of the Atomic Energy Act of 1954, as amended | | | | | | | | | | | | | | | |
| 5. TYPE OF AWARD <input type="checkbox"/> GRANT <input checked="" type="checkbox"/> COOPERATIVE AGREEMENT | 6. ORGANIZATION TYPE NON-PROFIT ORGANIZATION DUNS NO: 074673984 | 7. RECIPIENT NAME, ADDRESS, and EMAIL ADDRESS The National Organization of Test, Research and Training Reactors 1903 Bishops Castle Drive Olney, MD 20832 ATTN: Steve Miller EMAIL: trtr@ntrrelectronics.com | | | | | | | | | | | | | | | | |
| 8. PROJECT TITLE: 2009 Annual National Organization of Test, Research and Training Reactors Conference | | | | | | | | | | | | | | | | | | |
| 9. PROJECT WILL BE CONDUCTED PER GOVERNMENT'S/RECIPIENT'S PROPOSAL(S) DATED SEPTEMBER 4, 2009 AND APPENDIX A-PROJECT GRANT PROVISIONS | 10. TECHNICAL REPORTS ARE REQUIRED <input checked="" type="checkbox"/> PROGRESS AND FINAL <input type="checkbox"/> FINAL ONLY <input type="checkbox"/> OTHER (Conference Proceedings) | 11. PRINCIPAL INVESTIGATOR(S) NAME, ADDRESS and EMAIL ADDRESS Seymour Weiss The National Organization of Test, Research and Training Reactors 13838 Tummore Rd. Silver Spring, MD 20906 sjweiss@verizon.net | | | | | | | | | | | | | | | | |
| 12. NRC PROGRAM OFFICE (NAME and ADDRESS) Office of Nuclear Reactor Regulation ATTN: Rick Daniel 11555 Rockville Pike Mailstop: T6C34 Rockville, MD 20852 richard.daniel@nrc.gov | 13. ACCOUNTING and APPROPRIATION DATA APPN NO: 31X0200.920 B&R NO: 920-15-111-112 JOB CODE: J4371 SOC NO: 252A OFFICE ID NO: 03 | 14. METHOD OF PAYMENT <input type="checkbox"/> ADVANCE BY TREASURY CHECK <input checked="" type="checkbox"/> REIMBURSEMENT BY TREASURY CHECK <input type="checkbox"/> LETTER OF CREDIT <input type="checkbox"/> OTHER (SPECIFY) Electronic ASAP.gov (See Remarks in Item #20 "Payment Information") | | | | | | | | | | | | | | | | |
| 15. NRC OBLIGATION FUNDS <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">THIS ACTION</td> <td style="text-align: right; border-bottom: 1px solid black;">\$63,570.00</td> </tr> <tr> <td>PREVIOUS OBLIGATION</td> <td style="text-align: right; border-bottom: 1px solid black;">\$0.00</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right; border-bottom: 1px solid black;">\$63,570.00</td> </tr> </table> | | THIS ACTION | \$63,570.00 | PREVIOUS OBLIGATION | \$0.00 | TOTAL | \$63,570.00 | 16. TOTAL FUNDING AGREEMENT <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">NRC</td> <td style="text-align: right; border-bottom: 1px solid black;">\$63,570.00</td> <td style="width:70%; vertical-align: top;">This action provides funds for Fiscal Year 2009 in the amount of</td> </tr> <tr> <td>RECIPIENT</td> <td style="text-align: right; border-bottom: 1px solid black;">\$108,960.00</td> <td style="text-align: right; vertical-align: top;">\$63,570.00</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right; border-bottom: 1px solid black;">\$172,530.00</td> <td></td> </tr> </table> | | NRC | \$63,570.00 | This action provides funds for Fiscal Year 2009 in the amount of | RECIPIENT | \$108,960.00 | \$63,570.00 | TOTAL | \$172,530.00 | |
| THIS ACTION | \$63,570.00 | | | | | | | | | | | | | | | | | |
| PREVIOUS OBLIGATION | \$0.00 | | | | | | | | | | | | | | | | | |
| TOTAL | \$63,570.00 | | | | | | | | | | | | | | | | | |
| NRC | \$63,570.00 | This action provides funds for Fiscal Year 2009 in the amount of | | | | | | | | | | | | | | | | |
| RECIPIENT | \$108,960.00 | \$63,570.00 | | | | | | | | | | | | | | | | |
| TOTAL | \$172,530.00 | | | | | | | | | | | | | | | | | |
| 17. NRC ISSUING OFFICE (NAME, ADDRESS and EMAIL ADDRESS) U.S. Nuclear Regulatory Commission Division of Contracts Attn: Meghan Blair Mail Stop: TWS-01-810M Washington, DC 20555 Meghan.Blair@nrc.gov | | | | | | | | | | | | | | | | | | |
| 18. Acceptance of or objections to the Terms and Conditions of Award must be Emailed to the NRC Issuing Office (Block #17) on or before September 30, 2009. NRC considers lack of response as acceptance by the grantee of the terms and conditions of award. <i>Seymour Weiss</i> 9/29/2009 | | 19. NRC CONTRACTING OFFICER (Signature) _____ (Date) 9/29/2009 NAME (TYPED) Donald A. King TITLE Contracting Officer TELEPHONE NO. 301.492.3635/donald.king@nrc.gov | | | | | | | | | | | | | | | | |
| 20. PAYMENT INFORMATION Payment will be made through electronic funds transfer. Mail invoice to Department of Interior / NBC: ATTN: Fiscal Services Branch - D2770 NRCPayments@nbc.gov 7301 W. Mansfield Avenue Denver, Colorado 80235-2230 | | | | | | | | | | | | | | | | | | |
| 21. Attached is a copy of the NRC General Provisions for Grants and Cooperative Agreements Awarded to Non-Government Recipients. Acceptance of these terms and conditions is acknowledged when Federal funds are used on this project. | | | | | | | | | | | | | | | | | | |
| 22. ORDER OF PRECEDENCE In the event of a conflict between the recipient's proposal and this award, the terms of the Award shall prevail. | | | | | | | | | | | | | | | | | | |
| 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. | | | | | | | | | | | | | | | | | | |

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ATTACHMENT A - SCHEDULE

A.1 PURPOSE OF COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to provide support to the National Organization of Test, Research and Training Reactors (TRTR), which is seeking the support of NRC for its annual "2009 Annual TRTR Conference" as described in Attachment B entitled "Program Description."

A.2 PERIOD OF COOPERATIVE AGREEMENT

1. The effective date of this Cooperative Agreement is September 30, 2009. The estimated completion date of this Cooperative Agreement is October 16, 2009.
2. Funds obligated hereunder are available for program expenditures for the estimated period: September 30, 2009 through October 16, 2009.

GENERAL

- | | |
|--------------------------------|---|
| 1. Total Estimated NRC Amount: | \$63,570.00 |
| 2. Total Obligated Amount: | \$63,570.00 |
| 3. Cost-Sharing Amount: | \$108,560.00 |
| 4. Activity Title: | Support to the National Organization of Test, Research and Training Reactors (TRTR)'s annual "2009 TRTR Conference" |
| 5. NRC Project Officer: | Rick Daniel |
| 6. DUNS No.: | 074673984 |

SPECIFIC

- | | |
|-------------------|----------------|
| RFPA No.: | 03-09-097 |
| FFS: | NRR-09-179 |
| Job Code: | J4371 |
| BOC: | 252A |
| B&R Number: | 920-15-111-112 |
| Appropriation #: | 31X0200.920 |
| Amount Obligated: | \$63,570.00 |

A.3 BUDGET

Revisions to the budget shall be made in accordance with Revision of Cooperative Agreement Budget in accordance with 2 CFR 215.25.

| NRC | COST |
|--------------------------|--------------|
| Wed Meet Room | \$ 20,100.00 |
| Friday 1/2 Day Meet Room | \$ 18,600.00 |
| Additional A/V Equipment | \$ 1,500.00 |

NRC-03-09-097

| | | |
|-----------------------------------|-----------|------------------|
| Registration and Reception | \$ | 4,000.00 |
| Program and Abstract Printing | \$ | 3,000.00 |
| Meeting Signs | \$ | 1,500.00 |
| 10% Contingency | \$ | 4,870.00 |
| Registration for 25 NRC Employees | \$ | 10,000.00 |
| TOTAL | \$ | 63,570.00 |

| TRTR COSTS | | COST |
|---------------------------------|-----------|-------------------|
| Reception | \$ | 15,000.00 |
| Smokey Glen BBQ | \$ | 6,450.00 |
| Spouses Lounge | \$ | 1,500.00 |
| Spouses Program and Buses | \$ | 2,000.00 |
| Buses to AFRRRI and Smokey Glen | \$ | 1,000.00 |
| Conference Gifts | \$ | 4,000.00 |
| ANS Standards Comm and Ex. Comm | \$ | 5,400.00 |
| Total for Meetings and Meals | \$ | 40,200.00 |
| AFRRRI Lunch | \$ | 3,000.00 |
| Banquet | \$ | 10,500.00 |
| 20% Contingency | \$ | 19,510.00 |
| TOTAL | \$ | 108,560.00 |

GRAND TOTAL \$ 172,130.00

A.4 AMOUNT OF AWARD AND PAYMENT PROCEDURES

1. The total amount of this Award is \$63,570.00.
2. NRC hereby obligates the amount of \$63,570.00 for program expenditures during the period set forth above and in support of the Budget above. NRC is not obligated to reimburse the recipient for the expenditure of amounts in excess of the total obligated amount.

ATTACHMENT B – PROGRAM DESCRIPTION

THE NATIONAL ORGANIZATION OF TEST, RESEARCH AND TRAINING REACTORS

Summary Overview

The National Organization of Test, Research, and Training Reactors (TRTR) represents research reactor facilities across the nation from government, major universities, national laboratories, and industry. TRTR's primary mission is education, fundamental and applied research, application of technology in areas of national concern, and improving U.S. technological competitiveness around the world. TRTR membership includes managers and directors of research reactors, educators, administrators, regulators, and research scientists and engineers.

Begun as a small technical group in the sixties, TRTR quickly grew into a national organization and adopted its current name in 1976. The organization regularly holds an annual conference, hosted by a member institution, to discuss current technical and regulatory issues, advances in research and education, operating experience, and development of new applications in medicine, materials, health and safety, information technology, and environmental sciences, among others. TRTR provides expert technical assistance to member institutions and others through peer reviews, audits, and assessments. It also publishes a quarterly newsletter, which provides the latest information in all areas of interest to the membership. The newsletter is widely distributed within and outside TRTR, in the U.S. and abroad.

PROPOSAL TO THE U.S. NUCLEAR REGULATORY COMMISSION for the 2009 Annual Conference

The National Organization of Test Research and Training Reactors (TRTR) is holding its Annual Meeting and Conference at the Bethesda North Hotel and Conference Center. The Conference will start on Tuesday October 13, 2009 with an American Nuclear Society (ANS) Standards Committee in the morning followed by a reception in the evening. Wednesday October 14, 2009 will be NRC day; it is anticipated that NRC speakers will be speaking at the luncheon and evening banquet. On Thursday and Friday there will be technical sessions covering licensing issues, best practices in reactor operation, radiation safety, security, and radio pharmaceutical production. It is anticipated that there will be 150 attendees and that this will be an international meeting as the International Atomic Energy Agency (IAEA) is sending a representative.

The conference will last until Friday Oct 16, 2009. During the afternoon on Friday, the attendees will be offered a tour of the NRC Emergency Operations Center.

This conference provides a unique forum for the NRC to communicate issues of concern to licensees and other interested parties. There have been significant changes in the NRC personnel as well as programs and policies in the Test and Research Reactors Branches. This conference will allow the NRC staff to meet at a local location with most of the non-power reactor licensees to discuss future regulatory changes and current NRC positions that need to be clarified. Topics planned for discussion include security issues, decommissioning, fingerprinting, and license renewal status.

ATTACHMENT C – STANDARD TERMS & CONDITIONS

The Nuclear Regulatory Commission's (NRC) Cooperative Agreement Standard Terms and Conditions for U.S. Nongovernmental Recipients

This award is issued as a Cooperative Agreement, a financial assistance mechanism in which substantial NRC scientific and/or programmatic involvement is anticipated in the performance of the activity. Under the cooperative agreement, the NRC purpose is to support and stimulate the recipients' activities by involvement in and otherwise working jointly with the award recipients in a partnership role; it is not to assume direction, prime responsibility, or a dominant role in the activities. Consistent with this concept, the dominant role and prime responsibility resides with the awardees for the project as a whole, although specific tasks and activities may be shared among the awardees and the NRC as defined below.

1. Recipient Responsibility.

- a. The Recipient will bear primary responsibility for the conduct of the research and will exercise judgment towards attaining the stated research objectives within the limits of the Cooperative Agreement's terms and conditions.
- b. The principal investigator(s) specified in the Cooperative Agreement will be continuously responsible for the conduct of the research project and will be closely involved with the research effort. The principal investigator, operating within the policies of the Recipient, is in the best position to determine the means by which the research may be conducted most effectively.
- c. The principal investigator has primary authorities and responsibilities to define objectives and approaches, and to plan, conduct, analyze, and publish results, interpretations, and conclusions of their research and other activities. The Principal Investigator should be prepared to work collaboratively with the NRC to achieve the goals of this cooperative agreement and agree to accept the participatory and cooperative nature of the group process. The Principal Investigator is required to submit annual progress reports to NRC, as appropriate, and to provide site performance information as stipulated by NRC

2. NRC Responsibilities

- a. The NRC Project Officer (PO) will have substantial involvement above and beyond the normal program stewardship of the award. The NRC PO partners with the recipient's research team representing the government's interest in the substantive work of the research team. The primary role of the NRC PO is to facilitate the work of the recipient. The NRC PO will have overall responsibility for monitoring the conduct and progress of Grantee Sites, including conducting site visits. The PO will provide substantial input, in collaboration with the grantees, both in the planning and implementation of the program and in evaluation activities, and will make recommendations regarding program continuance. Likewise, Federal Project Officers will participate in the publication of results and packaging and dissemination of products and materials in order to make the findings available to the field, where appropriate. The Nuclear Regulatory Commission staff will receive authorship/co-authorship credit on all publications to which they have made substantial contribution

b. Additionally, an NRC program official or NRC Program Director (PD) will be responsible for the normal scientific and programmatic stewardship of the award and will be named in the award notice.

NRC will appoint a Program Official for the awardee, apart from the Project Officer, who will:

- Have the option to withhold support to the participating institution if technical performance requirements, such as compliance with the protocol, are not met;
- Carry out continuous review of all activities to ensure objectives are being met;
- Exercise the normal stewardship responsibilities of an NRC Program Official.

c. Role of the NRC Grants Officer:

The NRC Grants Officer (GO) is responsible for all business management aspects of negotiation, award, financial and administrative aspects of the cooperative agreement. The GO utilizes information from site visits, reviews of expenditure and audit reports and other appropriate means to assure that the project is operated in compliance with all applicable Federal laws, regulations, guidelines and the terms and conditions of award. Questions concerning the applicability of regulations and policies to this cooperative agreement and all requests for required prior approvals such as requests for permission to expend funds for certain items should be directed to the GO. Required approvals must be provided in writing and the GO is the only person who may grant such required approvals. Written approvals granted by other officials are not binding on the government. All changes in the terms of the cooperative agreement award must be issued in writing by the GO.

Preface

This award is based on the application submitted to, and as approved by, the Nuclear Regulatory Commission (NRC) under the authorization 42 USC 2051(b) pursuant to section 31b and 141b of the Atomic Energy Act of 1954, as amended, and is subject to the terms and conditions incorporated either directly or by reference in the following:

- Grant program legislation and program regulation cited in this Notice of Grant Award.
- Restrictions on the expenditure of Federal funds in appropriation acts, to the extent those restrictions are pertinent to the award.
- Code of Federal Regulations/Regulatory Requirements - 2 CFR 215 Uniform Administrative Requirements For Grants And Agreements With Institutions Of Higher Education, Hospitals, And Other Non-Profit Organizations (OMB Circulars), as applicable.

To assist with finding additional guidance for selected items of cost as required in 2 CFR 220, 2 CFR 225, and 2 CFR 230 these URLs to the Office of Management and Budget Cost Circulars are included for reference:

A-21: <http://www.whitehouse.gov/omb/circulars/a021/print/a021.html>

A-87: <http://www.whitehouse.gov/omb/circulars/a087/print/a087-all.html>

A-122: <http://www.whitehouse.gov/omb/circulars/a122/print/a122.html>

A-102, SF 424: <http://www.whitehouse.gov/omb/circulars/a102/print/a102.html>

Form 990: <http://www.irs.gov/pub/irs-pdf/i990-ez.pdf>

Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: public laws, regulations, applicable notices published in the Federal Register, Executive Orders (EOs), Office of Management and Budget (OMB) Circulars, the Nuclear Regulatory Commission's (NRC) Mandatory Standard Provisions, special award conditions, and standard award conditions.

Certifications and representations. These terms incorporate the certifications and representations required by statute, executive order, or regulation that were submitted with the SF424B application through Grants.gov.

I. Mandatory General Requirements

The order of these requirements does not make one requirement more important than any other requirement.

1. Applicability of 2 CFR Part 215

a. All provisions of 2 CFR Part 215 and all Standard Provisions attached to this grant/cooperative agreement are applicable to the Recipient and to sub-recipients which meet the definition of "Recipient" in Part 215, unless a section specifically excludes a sub-recipient from coverage. The Recipient and any sub-recipients must, in addition to the assurances made as part of the application, comply and require each of its sub-awardees employed in the completion of the project to comply with Subpart C of 2 CFR 215 Part 180 and include this term in lower-tier (subaward) covered transactions.

b. Recipients must comply with monitoring procedures and audit requirements in accordance with OMB Circular A-133. <

http://www.whitehouse.gov/omb/circulars/a133_compliance/08/08toc.aspx >

2. Award Package

This award is composed of an award face page, which incorporates the recipient's proposal by reference, and the NRC Standard Provisions for U.S. Nongovernmental Recipients. This award constitutes acceptance by the NRC of the Recipient's proposal and budget unless otherwise indicated on the face page, Block 9.

Substantial Involvement

This award is issued as a Cooperative Agreement, a financial assistance mechanism in which substantial NRC programmatic involvement is anticipated in the performance of the activity. Under the cooperative agreement, the NRC purpose is to support and stimulate the recipients' activities by involvement in and otherwise working jointly with the award recipients in a partnership role; it is not to assume direction, prime responsibility, or a dominant role in the activities. Consistent with this concept, the dominant role and prime responsibility resides with the awardees for the project as a whole, although specific tasks and activities may be shared among the awardees and the NRC as defined below.

1. Recipient Responsibility.

a. The Recipient will bear primary responsibility for performance stated in the program description, within the limits of the Cooperative Agreement's terms and conditions.

b. The principal investigator has primary authorities and responsibilities to define objectives and approaches, and to plan, conduct, analyze, and publish results, interpretations, and conclusions of their research and other activities. The Principal Investigator should be prepared to work collaboratively with the NRC to achieve the goals of this cooperative agreement and agree to accept the participatory and cooperative nature of the group process.

2. NRC Responsibilities

a. The NRC Project Officer (PO) will have substantial involvement above and beyond the normal program stewardship of the award. The NRC PO will insert substantial involvement into the conference by actively participating as a speaking member.

b. Role of the NRC Grants Officer:

The NRC Grants Officer (GO) is responsible for all business management aspects of negotiation, award, financial and administrative aspects of the cooperative agreement. The GO utilizes information from site visits, reviews of expenditure and audit reports and other appropriate means to assure that the project is operated in compliance with all applicable Federal laws, regulations, guidelines and the terms and conditions of award. Questions concerning the applicability of regulations and policies to this cooperative agreement and all requests for required prior approvals such as requests for permission to expend funds for certain items should be directed to the GO. Required approvals must be provided in writing and the GO is the only person who may grant such required approvals. Written approvals granted by other officials are not binding on the government. All changes in the terms of the cooperative agreement award must be issued in writing by the GO.

§ 215.41 Recipient responsibilities.

The Recipient is obligated to conduct such project oversight as may be appropriate, to manage the funds with prudence, and to comply with the provisions outlined in 2 CFR 215.41. Within this framework, the Principal Investigator (PI) named on the award face page, Block 11, is responsible for the scientific or technical direction of the project and for preparation of the project performance reports. This award is funded on a cost reimbursement basis not to exceed the amount awarded as indicated on the face page, Block 16., and is subject to a refund of unexpended funds to NRC.

The standards contained in this section do not relieve the recipient of the contractual responsibilities arising under its contract(s). The recipient is the responsible authority, without recourse to the NRC, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. This includes disputes, claims, protests of award, source evaluation or other matters of a contractual nature. Matters concerning violation of statute are to be referred to such Federal, State or local authority as may have proper jurisdiction.

Subgrants

Appendix A to Part 215—Contract Provisions

Sub-recipients, sub-awardees, and contractors have no relationship with NRC under the terms of this grant/cooperative agreement. All required NRC approvals must be directed through the Recipient to NRC. See 2 CFR 215.180 and 215.41.

Nondiscrimination

(This provision is applicable when work under the grant/cooperative agreement is performed in the U.S. or when employees are recruited in the U.S.)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this award on the basis of race, color, national origin, age, religion, handicap, or sex. The Recipient agrees to comply with the non-discrimination requirements below:

Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d et seq)
Title IX of the Education Amendments of 1972 (20 USC §§ 1681 et seq)
Section 504 of the Rehabilitation Act of 1973, as amended (29 USC § 794)
The Age Discrimination Act of 1975, as amended (42 USC §§ 6101 et seq)
The Americans with Disabilities Act of 1990 (42 USC §§ 12101 et seq)
Parts II and III of EO 11246 as amended by EO 11375 and 12086.
EO 13166, "Improving Access to Services for Persons with Limited English Proficiency."
Any other applicable non-discrimination law(s).

Generally, Title VII of the Civil Rights Act of 1964, 42 USC § 2000e et seq, provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 USC § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

Modifications/Prior Approval

NRC prior written approval may be required before a recipient makes certain budget modifications or undertakes particular activities. If NRC approval is required for changes in the grant or cooperative agreement, it must be requested of, and obtained from, the NRC Grants Officer in advance of the change or obligation of funds. All requests for NRC prior approval must be made, in writing (which includes submission by e-mail), to the designated Grants Specialist and Program Office no later than 30 days before the proposed change. The request must be signed by both the PI and the authorized organizational official. Failure to obtain prior approval, when required, from the NRC Grants Officer may result in the disallowance of costs, termination of the award, or other enforcement action within NRC's authority.

Lobbying Restrictions

The Recipient will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

The Recipient shall comply with provisions of 31 USC § 1352. This provision generally prohibits the use of Federal funds for lobbying in the Executive or Legislative Branches of the Federal Government in connection with the award, and requires disclosure of the use of non-Federal funds for lobbying.

The Recipient receiving in excess of \$100,000 in Federal funding shall submit a completed Standard Form (SF) LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal

funds for lobbying within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Recipient must submit the SF-LLL, including those received from sub-recipients, contractors, and subcontractors, to the Grants Officer.

§ 215.13 Debarment And Suspension.

The Recipient agrees to notify the Grants Officer immediately upon learning that it or any of its principals:

- (1) Are presently excluded or disqualified from covered transactions by any Federal department or agency;
- (2) Have been convicted within the preceding three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- (3) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b); and
- (4) Have had one or more public transactions (Federal, State, or local) terminated for cause or default within the preceding three years.

b. The Recipient agrees that, unless authorized by the Grants Officer, it will not knowingly enter into any subgrant or contracts under this grant/cooperative agreement with a person or entity that is included on the Excluded Parties List System (<http://epls.arnet.gov>).

The Recipient further agrees to include the following provision in any subgrant or contracts entered into under this award:

'Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Recipient certifies that neither it nor its principals is presently excluded or disqualified from participation in this transaction by any Federal department or agency. The policies and procedures applicable to debarment, suspension, and ineligibility under NRC-financed transactions are set forth in 2 CFR Part 180.

Drug-Free Workplace

The Recipient must be in compliance with The Federal Drug Free Workplace Act of 1988. The policies and procedures applicable to violations of these requirements are set forth in 41 USC 702.

Implementation of E.O. 13224 -- Executive Order On Terrorist Financing

The Recipient is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all contracts/sub-awards issued under this grant/cooperative agreement.

Award recipients must comply with Executive Order 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism. Information about this Executive Order can be found at: www.fas.org/irp/offdocs/eo/eo-13224.htm.

Procurement Standards. § 215.40

Sections 215.41 through 215.48 set forth standards for use by recipients in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Federal funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal statutes and executive orders. No additional procurement standards or requirements shall be imposed by the Federal awarding agencies upon recipients, unless specifically required by Federal statute or executive order or approved by OMB.

Travel

Travel is an appropriate charge to this award and prior authorization for specific trips are not required, as long as the trip is identified in the recipient's original program description and original budget. All other travel, domestic or international, must not increase the total estimated award amount. Trips that have not been identified in the approved budget require the written prior approval of the Grants Officer.

Travel will be in accordance with the US Government Travel Regulations at: www.gsa.gov/federaltravelregulation and the per diem rates set forth at: www.gsa.gov/perdiem.

Travel costs to the grant must be consistent with provisions as established in Appendix A to 2 CFR 220 (J.53)

Property Management Standards

Property standards of this award shall follow provisions as established in 2 CFR 215.30.

Equipment procedures shall follow provision established in 2 CFR 215.34.

Procurement Standards

Procurement standards of this award shall follow provisions as established in 2 CFR 215.40.

Intangible and Intellectual Property

Intangible and intellectual property of this award shall generally follow provisions established in 2 CFR 215.36.

Inventions Report - The Bayh-Dole Act (P.L. 96-517) affords recipients the right to elect title and retain ownership to inventions they develop with funding under an NRC grant award ("subject inventions"). In accepting an award, the recipient agrees to comply with applicable NRC policies, the Bayh-Dole Act, and its Government-wide implementing regulations found at Title 37, Code of Federal Regulations (CFR) Part 401. A significant part of the regulations require that the recipient report all subject inventions to the awarding agency (NRC) as well as include an acknowledgement of federal support in any patents. NRC participates in the trans-

government Interagency Edison system (<http://www.iedison.gov>) and expects NRC funding recipients to use this system to comply with Bayh-Dole and related intellectual property reporting requirements. The system allows for recipients to submit reports electronically via the Internet. In addition, the invention must be reported in continuation applications (competing or non-competing).

Patent Notification Procedures- Pursuant to EO 12889, NRC is required to notify the owner of any valid patent covering technology whenever the NRC or its financial assistance Recipients, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the Recipient uses or has used patented technology under this award without license or permission from the owner, the Recipient must notify the Grants Officer. This notice does not necessarily mean that the Government authorizes and consents to any copyright or patent infringement occurring under the financial assistance.

Data, Databases, and Software - The rights to any work produced or purchased under a NRC federal financial assistance award are determined by 2 CFR 215.36. Such works may include data, databases or software. The Recipient owns any work produced or purchased under a NRC federal financial assistance award subject to NRC's right to obtain, reproduce, publish or otherwise use the work or authorize others to receive, reproduce, publish or otherwise use the data for Government purposes.

Copyright - The Recipient may copyright any work produced under a NRC federal financial assistance award subject to NRC's royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use the work or authorize others to do so for Government purposes. Works jointly authored by NRC and Recipient employees may be copyrighted but only the part authored by the Recipient is protected because, under 17 USC § 105, works produced by Government employees are not copyrightable in the United States. On occasion, NRC may ask the Recipient to transfer to NRC its copyright in a particular work when NRC is undertaking the primary dissemination of the work. Ownership of copyright by the Government through assignment is permitted under 17 USC § 105.

Records retention and access requirements for records of the Recipient shall follow established provisions in 2 CFR 215.53.

Organizational Prior Approval System

In order to carry out its responsibilities for monitoring project performance and for adhering to award terms and conditions, each recipient organization shall have a system to ensure that appropriate authorized officials provide necessary organizational reviews and approvals in advance of any action that would result in either the performance or modification of an NRC supported activity where prior approvals are required, including the obligation or expenditure of funds where the governing cost principles either prescribe conditions or require approvals.

The recipient shall designate an appropriate official or officials to review and approve the actions requiring NRC prior approval. Preferably, the authorized official(s) should be the same official(s) who sign(s) or countersign(s) those types of requests that require prior approval by NRC. The authorized organization official(s) shall not be the principal investigator or any official having direct responsibility for the actual conduct of the project, or a subordinate of such individual.

Conflict Of Interest Standards of this award shall follow provisions as established in 2 CFR 215.42 Codes of Conduct.

Dispute Review Procedures

- a. Any request for review of a notice of termination or other adverse decision should be addressed to the Grants Officer. It must be postmarked or transmitted electronically no later than 30 days after the postmarked date of such termination or adverse decision from the Grants Officer.
- b. The request for review must contain a full statement of the recipient's position and the pertinent facts and reasons in support of such position.
- c. The Grants Officer will promptly acknowledge receipt of the request for review and shall forward it to the Director, Office of Administration, who shall appoint a review committee consisting of a minimum of three persons.
- d. Pending resolution of the request for review, the NRC may withhold or defer payments under the award during the review proceedings.
- e. The review committee will request the Grants Officer who issued the notice of termination or adverse action to provide copies of all relevant background materials and documents. The committee may, at its discretion, invite representatives of the recipient and the NRC program office to discuss pertinent issues and to submit such additional information as it deems appropriate. The chairman of the review committee will insure that all review activities or proceedings are adequately documented.
- f. Based on its review, the committee will prepare its recommendation to the Director, Office of Administration, who will advise the parties concerned of his/her decision.

Termination and Enforcement. Termination of this award by default or by mutual consent shall follow provisions as established in 2 CFR 215.60.

Monitoring and Reporting § 215.51

- a. Recipient Financial Management systems must comply with the established provisions in 2 CFR 215.21
 - Payment – 2 CFR 215.22
 - Cost Share – 2 CFR 215.23
 - Program Income – 2 CFR 215.24
 - Earned program income, if any, shall be added to funds committed to the project by the NRC and Recipient and used to further eligible project or program objectives.
 - Budget Revision – 2 CFR 215.25
 - In accordance with 2 CFR 215.25(e), the NRC waives the prior approval requirement for items identified in sub-part (e)(1-4).
 - The Recipient is not authorized to rebudget between direct costs and indirect costs without written approval of the Grants Officer.
 - Allowable Costs – 2 CFR 215.27

b. Federal Financial Reports

Effective October 1, 2008, NRC transitioned from the SF-269, SF-269A, SF-272, and SF-272A to the Federal Financial Report (SF-425) as required by OMB:

http://www.whitehouse.gov/omb/fedreg/2008/081308_ffr.pdf

http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf

http://www.whitehouse.gov/omb/grants/standard_forms/ffr_instructions.pdf

A final SF-425 shall be submitted within 90 days after expiration of the award.

Period of Availability of Funds 2 CFR § 215.28

a. Where a funding period is specified, a recipient may charge to the grant only allowable costs resulting from obligations incurred during the funding period and any pre-award costs authorized by the NRC.

b. Unless otherwise authorized in 2 CFR 215.25(e)(2) or a special award condition, any extension of the award period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

c. The NRC has no obligation to provide any additional prospective or incremental funding. Any modification of the award to increase funding and to extend the period of performance is at the sole discretion of the NRC.

d. Requests for extensions to the period of performance shall be sent to the Grants Officer at least 30 days prior to the grant/cooperative agreement expiration date. Any request for extension after the expiration date shall not be honored.

Audit Requirements

Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

<http://www.whitehouse.gov/omb/circulars/a133/a133.html> Recipients are subject to the provisions of OMB Circular A-133 if they expend \$500,000 or more in a year in Federal awards.

The Form SF-SAC and the Single Audit Reporting packages for fiscal periods ending on or after January 1, 2008 must be submitted online.

1. Create your online report ID at <http://harvester.census.gov/fac/collect/ddeindex.html>
2. Complete the Form SF-SAC
3. Upload the Single Audit
4. Certify the Submission
5. Click "Submit."

Organizations expending less than \$500,000 a year are not required to have an annual audit for that year but must make their grant-related records available to NRC or other designated officials for review or audit.

III. Programmatic Requirements

Performance (Technical) Reports

- b. False statements (18 USC § 287), provides that whoever makes or presents any false, fictitious, or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 USC § 287.
- c. False Claims Act (31 USC 3729 et seq), provides that suits under this Act can be brought by the government, or a person on behalf of the government, for false claims under federal assistance programs.
- d. Copeland "Anti-Kickback" Act (18 USC § 874), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

American-Made Equipment And Products

Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.

Increasing Seat Belt Use in the United States

Pursuant to EO 13043, Recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally-owned vehicle.

Federal Employee Expenses

Federal agencies are generally barred from accepting funds from a Recipient to pay transportation, travel, or other expenses for any Federal employee unless specifically approved in the terms of the award. Use of award funds (Federal or non-Federal) or the Recipient's provision of in-kind goods or services, for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, NRC policy prohibits the acceptance of gifts, including travel payments for Federal employees, from Recipients or applicants regardless of the source.

Minority Serving Institutions (MSIs) Initiative

Pursuant to EOs **13256**, **13230**, and **13270**, NRC is strongly committed to broadening the participation of MSIs in its financial assistance program. NRC's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the Nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. NRC encourages all applicants and Recipients to include meaningful participations of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website: <http://www.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>

Publications, Videos, and Acknowledgment of Sponsorship

Publication of the results or findings of a research project in appropriate professional journals and production of video or other media is encouraged as an important method of recording and reporting scientific information. It is also a constructive means to expand access to federally funded research. The Recipient is required to submit a copy to the NRC and when releasing information related to a funded project include a statement that the project or effort undertaken was or is sponsored by the NRC. The Recipient is also responsible for assuring that every publication of material (including Internet sites and videos) based on or developed under an

award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

This [report/video] was prepared by [Recipient name] under award [number] from [name of operating unit], Nuclear Regulatory Commission. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the view of the [name of operating unit] or the US Nuclear Regulatory Commission.