

ATTACHMENT A - SCHEDULE

A.1 PURPOSE OF GRANT

The purpose of this Grant is to provide support to the "Vanderbilt University Medical Center" Fellowship Program" as described in Attachment B entitled "Program Description."

A.2 PERIOD OF GRANT

1. The effective date of this Grant is May 1, 2010. The estimated completion date of this Grant is April 30, 2014.
2. Funds obligated hereunder are available for program expenditures for the estimated period: May 1, 2010 – April 30, 2014.

A. GENERAL

1. Total Estimated NRC Amount: \$399,976.00
2. Total Obligated Amount: \$399,976.00
3. Cost-Sharing Amount: 5% Effort
4. Activity Title: Support to the Vanderbilt University Medical Center Historically Black Colleges and Universities Research Participation Program.
5. NRC Project Officer: John Gutteridge
6. DUNS No.: 004413456

B. SPECIFIC

- RFPA No.: HR-10-948
FFS: N/A
Job Code: T8460
BOC: 4110
B&R Number: 0-8415-5C1115
Appropriation #: 31X0200
Amount Obligated: \$399,976.00

A.3 BUDGET

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

	Year 1	Year 2	Year 3	Year 4
Direct Participant Cost	\$95,774.00	\$95,774.00	\$95,774.00	\$95,774.00
Indirect Cost	\$4,220.00	\$4,220.00	\$4,220.00	\$4,220.00
Yearly Total	\$99,994.00	\$99,994.00	\$99,994.00	\$99,994.00

All travel must be in accordance with the Vanderbilt University Medical Center Travel Regulations or the US Government Travel Policy absent Grantee's travel regulation.

A.4 AMOUNT OF AWARD AND PAYMENT PROCEDURES

1. The total estimated amount of this Award is \$399,976.00 for the five year period.

2. NRC hereby obligates the amount of \$399,976.00 for program expenditures during the period set forth above and in support of the Budget above. The Grantee will be given written notice by the Contracting Officer when additional funds will be added. NRC is not obligated to reimburse the Grantee for the expenditure of amounts in excess of the total obligated amount.

3. Payment shall be made to the Grantee in accordance with procedures set forth in the Automated Standard Application For Payments (ASAP) Procedures set forth below.

Attachment B – Program Description

*The U.S. Nuclear Regulatory Commission
Vanderbilt Fellowship Nuclear Program*

PROGRAM DESCRIPTION

1. Proposed program –

This proposal projects the acceptance of two full time fellowships per year for graduate students at the Master's level, through Vanderbilt's Health Physics program. If four years of support are received, they will be applied to support four Master's students (two students/year for two years each). The master's degree in health physics may be earned through (a) the regular program that includes 24 hours of class work plus a thesis or (b) a non-thesis program requiring 30 hours of class work. There are 18 hours of required course work plus an additional 3 hours required for the non-thesis program. Remaining course work consists of elective courses. The core required courses are:

PHYS 243, Health Physics 3

PHYS 285, Radiation Detection and Measurement, with Laboratory 3

PHYS 307, Advanced Health Physics 3

PHYS 248, Radiation Biophysics (Radiation Biology) 2

Courses within the both specialties vary, depending on the background of individual students and the need for training in particular areas related to their graduate resources. Possible classes that can be taken for graduate credit towards the fulfillment of this degree include:

ENVE 269, Radiological Aspects of Environmental Engineering 3

ENVE 264 Environmental Assessments 3

ENVE 296 Safety, Security and Environmental Risk Management 3

ENVE 275, Environmental Risk Management 3

CE 247, Probabilistic Methods in Engineering Design 3

CE 290 Risk and Reliability Case Studies 3

CE 355, Advanced Transportation Design 3

CE 252, Seminar in Environmental Engineering 1

In a related effort, Vanderbilt has developed a Nuclear Environmental Protection graduate program under NRC funding and has made significant progress towards this goal. The program contains several new courses that will be useful for the Health Physics students funded under the initiative considered in this present proposal. A curriculum guide was designed recently to provide a recommended set of courses, course content outlines and additional resources for flexible implementation of nuclear environmental protection specialization within traditional

engineering and science graduate and undergraduate programs. The program contains Master and Doctoral programs emphasizing Nuclear Environmental Protection within the traditional graduate programs in Environmental Engineering, Environmental Sciences or Health Physics. Subject areas of emphasis include:

- Radiation and radiation measurements, monitoring and protection,
- Nuclear materials, uses, and environmental management,
- Nuclear fuel cycles and systems,
- Risk evaluations and environmental assessments,
- Stakeholder communications,
- Nuclear policy, law and ethics.

Recent Vanderbilt Students in Health Physics and Related Environmental Sciences

1. Derek Favret, M.S. 2006

Thesis Title: Analysis of the Potential Implications of a Terrorist Attack at U.S. Spent Nuclear Fuel Storage Facilities.

Other relevant research: Co-author, Radionuclides In Marine Fishes And Birds From Amchitka And Kiska Islands In The Aleutians: Establishing A Baseline. Health Physics: Volume 92(3) March 2007 pp 265-279.

Current employment: U.S. Air Force, Chief, Health Physics Consulting.

2. Leah Spradley, PhD. 2006

Thesis Title: A Systematic Approach to Analyzing Pre-Closure Operational Performance of the Proposed Repository for High-Level Nuclear Waste at Yucca Mountain, NV.

Other relevant research: Co-author, A Risk Assessment Methodology for Intentional Chemical and Biological Contamination of Distribution Systems. Journal of Homeland Security and Emergency Management: Vol. 3 : Iss. 3, Article 2.

Current employment: U.S. NRC. FSME/DWMEP/EPPAD.

3. Kevin Brown, Ph.D 2006

Thesis Title: Life-Cycle Risk Analysis for Department of Energy (DOE) Buried Wastes.

Other Relevant Research: Performance Assessment of Cementitious Materials Used in the Stabilization of Radioactive Waste.

Current Employment: Vanderbilt University, Senior Research Scientist.

4. Brooke Traynham, Ph.D. Candidate (anticipated May 2010)

Tentative Thesis Title: Incorporation of Ecological Processes into Performance Assessment for Engineered Cover Systems for Radioactive Waste Land Disposal.

Other Relevant Research: The Impact of Succession and Pedogenesis on Evapo-Transpiration Cover Performance.

Relevant employment experience: Summer internship and co-op experience with the US Nuclear Regulatory Commission, Division of Waste Management and Environmental Protection, Low Level Waste and Performance Assessment Branches

Current Status: Ph.D. Candidate in Environmental Engineering, Vanderbilt University.

5. Patrick Marine, MS (August 2009)

Thesis Title: Use of MR Imaging to Evaluate Diffusion of Liquids in Cementitious Materials Used in the Stabilization of Radioactive Waste.

Other Relevant Research: Variations in Normal Anatomy and Influence on Dose Calculations for Radiopharmaceuticals.

Current Employment: Health Physicist, Aberdeen Proving Ground, MD.

2. Recruitment and Selection Process

Vanderbilt's Health Physics program is well known within the US, and is advertised regularly at the Health Physics Society annual meeting in the "Health Physics Academic Programs" display space, with a poster display and distributed trifold brochures describing the program. Active recruitment is continual within Vanderbilt, as Dr. Stabin lectures and guest lectures in a wide variety of courses. Dr. Stabin travels regularly to give technical lectures or training courses, and the Vanderbilt Health Physics program is regularly promoted during these opportunities.

Vanderbilt has an active relationship with nearby HBCUs Fisk University (<http://www.fisk.edu/>) and Meharry Medical College (<http://www.mmc.edu/>) involving a regular exchange of students and faculty and cooperative research. On receipt of award, a call for candidates will be made to these local partner educational institutions, and nationwide via the national information services of the Health Physics Society (<http://hps.org/students/>), American Nuclear Society (<http://www.ans.org/pi/edu/students/scholarships/>) and other relevant organizations, and through direct contact with professors and departments in Vanderbilt, Fisk University, colleagues at nearby Oak Ridge National Laboratory, use of radiation safety email lists, and other related resources.

Dr. Stabin is very active in the Health Physics Society (HPS), having served on the American Board of Health Physics, Part I (currently, as Panel Chair) and Part II Panel of Examiners, as President of the HPS Medical Section (1993-1994 and 2005-2006), an Associate Editor of the Health Physics Journal (1992-present), Editor of the HPS "Ask The Expert" information service, and has held several offices, including President, of the East Tennessee Chapter of the HPS during his time in Oak Ridge, TN. He is a regular lecturer in the HPS Continuing Education program (Professional Enrichment Program and Continuing Education Lecture series) and the Society of Nuclear Medicine's Continuing Education program. He is chair of the Radiation Dose Assessment Resource (RADAR) Committee of the Society of Nuclear Medicine. Dr. Stabin has over 160 articles in the peer reviewed literature in the area of radiation safety and dosimetry, 15 book chapters on the area of radiation dosimetry, and two textbooks in the area of Health Physics and Radiation Dosimetry (Figures 1a, 1b).

Since coming to Vanderbilt, Dr. Stabin has re-established the graduate Health Physics program (<http://sitemason.vanderbilt.edu/physics/graduate/healthphysmasters>) and has had it designated as a participating university in the Nuclear Engineering/Health Physics (NEHP) Fellowship Program, sponsored by the Department of Energy, and administered by the Special Programs Office of the Medical University of South Carolina. He teaches classes each semester (Introduction to Health Physics, Advanced Health Physics, or Radiation Detection and Instrumentation), having modifying existing courses and adding courses to reflect the requirements of a modern Health Physics program.

Other Faculty:

Professor Dr. James H. Clarke has over thirty years of experience in the investigation and remediation of contaminated sites, the environmental fate and transport of chemicals and radionuclides, environmental assessment, hazardous and radioactive waste management, environmental forensics and the long-term, management of legacy nuclear and hazardous wastes sites. Dr. Clarke is also assisting the NRC in the development of training materials on Risk Evaluation and Environmental Assessment, as a subcontractor to Rutgers University. Dr Clarke is an author of approximately 200 journal articles, conference proceedings and technical reports.

Professor Frank L. Parker has extensive experience in radioactive and hazardous chemical waste, thermal pollution and water resources engineering. He served in the U.S. Army in a variety of engineering positions and, after graduating from MIT, worked for the U.S. Bureau of Reclamation and the Rockland Light and Power Company as a civil and water resources engineer. After graduating from Harvard, Professor Parker worked for a consulting hydraulic engineering firm and then went to the Oak Ridge National Laboratory, where he became head of Radioactive Waste Disposal Research. He also served as head of Radioactive Waste Disposal Research for the International Atomic Energy Agency. At Vanderbilt, he has concentrated on radioactive and hazardous chemical waste problems, with increasing attention to the policy questions associated with these problems.

Professor David S. Kosson has research including understanding contaminant behavior in soils, sediments, wastes and aquatic systems, from underlying fundamental phenomena to applications for contaminated site restoration, beneficial use of by-product materials, and environmental policy. He serves as the Director of the Remediation and Risk Mitigation Technology Center of Expertise for the Consortium for Risk Evaluation with Stakeholder Participation, known as CRESP. CRESP is a multi-university organization carrying out basic and applied research to improve the environmental restoration of the U.S. Department of Energy's complex to produce and maintain nuclear materials.

Professor Andrew C. Garrabrants has active ongoing research in the areas of methodologies of leaching assessment (e.g., processes, test methods and interpretation protocols), aging and long-term durability/performance of cementitious systems, mass transfer of inorganic and radioactive contaminants in soils, sediments and wastes, and descriptive release models for source-term assessment of wastes, soils and groundwater.

Professor Mark D. Abkowitz specializes in managing the risks associated with accidents, intentional acts and natural disasters. He has a specific interest in hazardous materials transportation safety & security, and in risk mitigation using advanced information technologies.

Dr. Michael L. Freeman is a professor and radiation oncologist in the Vanderbilt-Ingram Cancer Center. He is principal investigator or co-investigator on funded research involving development of efficacious sensitizers of ionizing radiation and providing a rationale basis for development of chemoprevention agents.

Equipment available within the program used in support of Health Physics training, as well as for student use in research includes sodium iodide and (3) germanium detector spectrometry systems, 8 surface barrier alpha spectroscopy detectors, multichannel analyzers and associated electronics, photomultiplier tubes, plastic scintillation detectors, oscilloscopes, multipurpose scalars, gas flow proportional counters, NaI well scintillation detectors, beta scintillation detectors, alpha scintillation detectors, portable alpha scintillation detectors, a neutron ball cart (for characterizing neutron spectra), liquid scintillation systems, numerous ionization chamber, scintillation and Geiger Mueller survey meters, Geiger-Mueller desktop counters, photon and electron shielding materials, radionuclide dose calibrators, a position-sensitive proportional counter system, contamination control equipment, contamination survey materials, and a Cs-137 source used in a detector calibration unit with high precision positioning mechanism. 3.

Selection Process – Vanderbilt has high standards for entrance based on academic merit, but has flexibility to accommodate persons with special financial needs (e.g. members of the active military whose program funding restrictions are compatible with minimum profitability requirements), and makes a considerable effort to promote the participation of women, minorities, and persons with disabilities. The selection process will compare applicants' undergraduate training and experience, overall GPA, GPA in relevant majors (e.g. physics, engineering), GRE scores, personal statement, and submitted letters of reference.

Candidates' relative strengths and merits will be discussed by an advisory board to the Health Physics program, comprised of five active faculty members besides Dr. Stabin, who regularly participate in aspects of the program. Candidates' academic credentials, as well as focus, career goals and ambitions, will be evaluated to select the most promising two MS candidates for each two year period of the project.

4. Evaluation plan –The Health Physics program maintains an active tracking program that provides information on the effectiveness of the program in attracting, preparing and retaining individuals in nuclear careers. The evaluation plan includes a mechanism for tracking the fellowship students as they fulfill their academic obligation and reporting to the NRC. All students in the program will carry a full time course load and will maintain the required 3.3 GPA. Their progress in research will be regularly supervised by their graduate committee, including a final thesis/dissertation defense. Progress toward the degree is also tracked through annual and often semi-annual meetings with their research advisor, the Department Chairman, and the Director of Graduate Studies. Graduates of the Department of Civil and Environmental Engineering are followed routinely throughout their professional careers as part the department's participation in the Accreditation Board for Engineering and Technology (ABET) program.

5. Schedule of costs – Tuition fees: \$1579/credit hour, Activities fee: \$432/year, Health insurance \$2132/year.

6. Innovative Approaches – Active recruitment from nearby Minority Serving Institutions (MSIs) Fisk University will be pursued to support this effort. Students in the Environmental Engineering specialty will pursue collaborative relationships with nearby Oak Ridge National Laboratory (ORNL) for research opportunities.

7. Leveraged Funding – As noted in the enclosed letter, the Associate Dean for Research and Graduate Studies of the School of Engineering has provided an agreement to provide a 50% Dean's Tuition Fellowship to candidates accepted in this program. PLEASE SEE letter from Dr. George E. Cook, on the last page of the Detailed Budget Narrative.

8. Service agreement terms – All terms of the FOA will be explained to prospective candidates during the recruitment process, and the requirement to serve six (6) months in nuclearrelated employment for each full or partial year of academic support will be a prerequisite for acceptance into the fellowship program.

Attachment C – Standard Terms and Conditions

The Nuclear Regulatory Commission's Standard Terms and Conditions for U.S. Nongovernmental Grantees

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 (now 2CFR 220):	http://www.whitehouse.gov/omb/circulars/a021/print/a021.html
A-87 (now 2CFR 225):	http://www.whitehouse.gov/omb/circulars/a087/print/a087-all.html
A-122:(now2 CFR 230)	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.

By drawing funds from the Automated Standard Application for Payment system (ASAP), the recipient agrees to the terms and conditions of an award.

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 Grantee and to sub-recipients which meet the definition of "Grantee" in Part 215, unless a section specifically excludes a sub-recipient from coverage. The Grantee 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. Grantees 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

Grant Performance Metrics:

The Office of Management and Budget requires all Federal Agencies providing funding for educational scholarships and fellowships as well as other educational related funding to report on specific metrics. These metrics are part of the Academic Competitiveness Council's (ACC) 2007 report and specifically relates to Science, Technology, Engineering, and Mathematics (STEM) curricula.

As part of the FY 2010 HR grant awards, in addition to the customary performance progress report requested on the SF-PPR, SF-PPR-B, and SF-PPR-E forms, HR requires the following metrics to be reported on by the awardees as follows:

Fellowship Awards

1. The number and percentage of STEM graduates who take a job in a STEM or STEM-related field;
2. The number and percentage of students who participate in scientific activities or research experiences in industry, government, or the not-for-profit sector;
3. The number and percentage of students who present research findings at scientific meetings or student science exchange events;
4. The number of students who participate in interdisciplinary research or educational experiences;
5. The number of students who engage in research experiences in an academic, government, or non-for-profit industry;
6. The number and percentage of graduate and postdoctoral fellowships who complete a STEM graduate or postdoctoral program;
7. The number and percentage of program completers who are employed in a STEM or STEM-related field;
8. The number and percentage of students who participate in scientific activities or research experiences in industry, government, or the not-for-profit sector. This metric will include internships;
9. The number and percentage of students who present research findings at scientific meetings or student science exchange events.

Service Agreement

A signed service agreement and resume are required for all student recipients of scholarships or fellowships funded by the US Nuclear Regulatory Commission. The Service Agreement is attached to the Terms and Conditions.

§ 215.41 Grantee responsibilities.

The Grantee 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 Grantee of the contractual responsibilities arising under its contract(s). The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee must submit the SF-LLL, including those received from sub-recipients, contractors, and subcontractors, to the Grants Officer.

§ 215.13 Debarment And Suspension.

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

'Debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantees 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 Grantees 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 Grantees, 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 Grantee'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 Grantees 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 Grantee 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 Grantee 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 Grantees to use this system to comply with Bayh-Dole and related intellectual property reporting requirements. The system allows for Grantees 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 Grantees, 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 Grantee uses or has used patented technology under this award without license or permission from the owner, the Grantee 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 Grantee 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 Grantee 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 Grantee employees may be copyrighted but only the part authored by the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee 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. Grantee 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 Grantee 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 Grantee 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

The Grantee shall submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof; unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. 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 Grantee 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.

Automated Standard Application For Payments (ASAP) Procedures

Unless otherwise provided for in the award document, payments under this award will be made using the Department of Treasury's Automated Standard Application for Payment (ASAP) system < <http://www.fms.treas.gov/asap/> >. Under the ASAP system, payments are made through preauthorized electronic funds transfers, in accordance with the requirements of the Debt Collection Improvement Act of 1996. In order to receive payments under ASAP, Grantees are required to enroll with the Department of Treasury, Financial Management Service, and Regional Financial Centers, which allows them to use the on-line method of withdrawing funds from their ASAP established accounts. The following information will be required to make withdrawals under ASAP: (1) ASAP account number – the award number found on the cover sheet of the award; (2) Agency Location Code (ALC) – 31000001; and Region Code. Grantees enrolled in the ASAP system do not need to submit a "Request for Advance or Reimbursement" (SF-270), for payments relating to their award.

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> Grantees 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

a. The Grantee shall submit performance (technical) reports electronically to the NRC Project Officer and Grants Officer as specified in the special award conditions in the same frequency as the Federal Financial Report unless otherwise authorized by the Grants Officer.

b. Unless otherwise specified in the award provisions, performance (technical) reports shall contain brief information as prescribed in the applicable uniform administrative requirements 2 CFR §215.51 which are incorporated in the award.

c. The Office of Human Resources requires the submission of the semi-annual progress report on the SF-PPR, SF-PPR-B, and the SF-PPR-E forms. The submission for the six month period ending March 31st is due by April 30th. The submission for the six month period ending September 30th is due by October 31st.

Unsatisfactory Performance

Failure to perform the work in accordance with the terms of the award and maintain at least a satisfactory performance rating or equivalent evaluation may result in designation of the Grantee as high risk and assignment of special award conditions or other further action as specified in the standard term and condition entitled "Termination".

Failure to comply with any or all of the provisions of the award may have a negative impact on future funding by NRC and may be considered grounds for any or all of the following actions: establishment of an accounts receivable, withholding of payments under any NRC award, changing the method of payment from advance to reimbursement only, or the imposition of other special award conditions, suspension of any NRC active awards, and termination of any NRC award.

Other Federal Awards With Similar Programmatic Activities

The Grantee shall immediately provide written notification to the NRC Project Officer and the Grants Officer in the event that, subsequent to receipt of the NRC award, other financial assistance is received to support or fund any portion of the program description incorporated into the NRC award. NRC will not pay for costs that are funded by other sources.

Prohibition Against Assignment By The Grantee

The Grantee shall not transfer, pledge, mortgage, or otherwise assign the award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of the Grants Officer.

Site Visits

The NRC, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the NRC on the premises of the Grantee or contractor under an award, the Grantee shall provide and shall require his/her contractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representative in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay the work.

IV. Miscellaneous Requirements

Criminal and Prohibited Activities

a. The Program Fraud Civil Remedies Act (31 USC §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal government for money (including money representing grant/cooperative agreements, loans, or other benefits.)

- 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

Grantees 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, Grantees 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 Grantee 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 Grantee'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 Grantees 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 Grantees 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>

Research Misconduct

Scientific or research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. It does not include honest errors or differences of opinions. The Grantee organization has the primary responsibility to investigate allegations and provide reports to the Federal Government. Funds expended on an activity that is determined to be invalid or unreliable because of scientific misconduct may result in a disallowance of costs for which the institution may be liable for repayment to the awarding agency. The Office of Science and Technology Policy at the White House published in the Federal Register on December 6, 2000, a final policy that addressed research misconduct. The policy was developed by the National Science and Technology

Council (65 FR 76260). The NRC requires that any allegation be submitted to the Grants Officer, who will also notify the OIG of such allegation. Generally, the Grantee organization shall investigate the allegation and submit its findings to the Grants Officer. The NRC may accept the Grantee's findings or proceed with its own investigation. The Grants Officer shall inform the Grantee of the NRC's final determination.

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 Grantee 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 Grantee 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 [Grantee 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.”

**2010 Scholarship and Fellowship Program
Service Agreement**

1. This service agreement is required for all student 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 and serve 6 months in nuclear-related employment for each year of academic support. The employment may be with NRC, other Federal agencies, State agencies, Department of Energy laboratories, nuclear-related industry, or academia in the recipients' sponsored fields of study.
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 3.0 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 3.3 GPA overall and within a field of study
 - b. maintain a course load of at least 12 credit hours per semester **or** be classified as a full time student
 - c. remain matriculated in a graduate degree program in a nuclear related area, preferably in the fields of Nuclear Engineering, Health Physics, and Radiochemistry.
5. If a recipient fails to maintain satisfactory academic progress, the scholarship or fellowship will be terminated and the recipient could be obligated to repay the NRC the full amount of the scholarship/fellowship.
6. If a recipient receives any subsequent scholarship(s) or fellowship(s) through this program, the service obligation periods will be consecutive.
7. 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 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 for funded periods of study.

8. If the student receives no employment offers or does not accept any of the offers received, the student is not relieved of the service obligation, unless, pursuant to this service agreement, the student applies for and receives a waiver from the NRC. Implicit in the waiver request is data or explanation by the student that efforts to secure employment in a nuclear-related field were undertaken. This can be in the form of job searches, referrals, etc. Absent a waiver from the NRC, rejection of one or more job offers could trigger the service agreement obligation.
9. If a recipient voluntarily leaves the employment during a period of obligated post-academic service, the recipient may immediately become liable to the U.S. Government for repayment of the entire amount of the assistance provided under the scholarship or fellowship, for which the service obligation has not been fulfilled.
10. The recipient employed by NRC 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 any unfulfilled service obligation 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.
11. By accepting this scholarship/fellowship, I agree to provide the NRC with current contact information (address, telephone, email), and employment information, subject to the provisions of the Privacy Act, for as long as I remain under obligated service. This information will be used solely for the purposes of verifying appropriate nuclear related employment in compliance with the service obligation requirements of this service agreement. In accordance with the Privacy Act, providing this information is voluntary; however, failure to do so may result in removal from the scholarship/fellowship program and/or repayment of all scholarship/grant money received. Contact information should be reported to: eduscholar@nrc.gov.
12. 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

2010 Scholarship and Fellowship Program Service Agreement

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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 3.0 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 3.3 GPA overall and within a field of study
 - b. maintain a course load of at least 12 credit hours per semester or be classified as a full time student
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