

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

1. GRANT/AGREEMENT NO. NRC-38-10-950	2. MODIFICATION NO.	3. PERIOD OF PERFORMANCE FROM: 5/1/2010 TO: 4/30/2014	4. AUTHORITY Pursuant to Section 31b and 141b of the Atomic Energy Act of 1954, as amended
5. TYPE OF AWARD  <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> COOPERATIVE AGREEMENT	6. ORGANIZATION TYPE  Private Institution of Higher Education  DUNS- 002430742	7. RECIPIENT NAME, ADDRESS, and EMAIL ADDRESS  Rensselaer Polytechnic Institute 110 Eighth Street Troy, NY 121080-3590	
8. PROJECT TITLE:  Rensselaer Polytechnic Institute Nuclear Fellowship Program			
9. PROJECT WILL BE CONDUCTED PER GOVERNMENT'S/RECIPIENT'S PROPOSAL(S) DATED  See Program Description 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  Rensselaer Polytechnic Institute Attn: Dr. Li (Emily) Liu Assistant Professor Email: lieu@rpi.edu 518-276-8592	
12. NRC PROGRAM OFFICE (NAME and ADDRESS) NRC Attn: John Gutteridge Office of Human Resources MS: GW5A6 (301) 492-2313 11545 Rockville Pike Rockville, Maryland 20852	13. ACCOUNTING and APPROPRIATION DATA APPN. NO: 31X0200 B&R NO: 0-8415-5C1115 JOB CODE: T8460 BOC NO: 4110 OFFICE ID NO: RFPA: HR-10-950	14. METHOD OF PAYMENT  <input type="checkbox"/> ADVANCE BY TREASURY CHECK <input type="checkbox"/> REIMBURSEMENT BY TREASURY CHECK <input type="checkbox"/> LETTER OF CREDIT <input checked="" type="checkbox"/> OTHER (SPECIFY) Electronic ASAP.gov (See Remarks in Item #20 "Payment Information")	
15. NRC OBLIGATION FUNDS  THIS ACTION <u>\$400.00.00</u>  PREVIOUS OBLIGATION _____  TOTAL <u>\$400.00.00</u>	16. TOTAL FUNDING AGREEMENT  NRC <u>\$400.00.00</u> RECIPIENT <u>\$132.420.00</u> TOTAL <u>\$532.420.00</u>  This action provides funds for Fiscal Year in the amount of See Page Two		
17. NRC ISSUING OFFICE (NAME, ADDRESS and EMAIL ADDRESS)  U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sheila Bumpass Mail Stop: TWB-01-B10M Rockville MD 20852			
18.  Signature Not Required	19. NRC CONTRACTING OFFICER  <u>Sheila Bumpass</u> <u>5/1/2010</u> (Signature) _____ (Date) NAME (TYPED) <u>Sheila Bumpass</u>  TITLE <u>Contracting Officer</u>  TELEPHONE NO. <u>301-492-3484</u>		
20. PAYMENT INFORMATION  Payment will be made through the Automated Standard Application for Payment (ASAP.gov) unless the recipient has failed to comply with the program objectives, award conditions, Federal reporting requirements or other conditions specified in 2 CFR 215 (OMB Circular A110).			
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.			

## ATTACHMENT A - SCHEDULE

### A.1 PURPOSE OF GRANT

The purpose of this Grant is to provide support to the "Rensselaer Polytechnic Institute Nuclear 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:	\$400,000.00
2. Total Obligated Amount:	\$400,000.00
3. Cost-Sharing Amount:	\$132,420.00
4. Activity Title:	Rensselaer Polytechnic Institute Nuclear Fellowship Program"
5. NRC Project Officer:	John Gutteridge
6. DUNS No.:	002430742

#### B. SPECIFIC

RFPA No.:	HR-10-950
FFS:	N/A
Job Code:	T8460
BOC:	4110
B&R Number:	0-8415-5C1115
Appropriation #:	31X0200
Amount Obligated:	\$400,000.00

### 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	\$128,868.00	\$131,628.00	\$134,484.00	\$137,440.00
Indirect Cost	\$17,205.00	\$17,205.00	\$17,205.00	\$17,205.00
Total	\$146,073.00	\$148,833.00	\$151,689.00	\$154,645.00

All travel must be in accordance with the Rensselaer Polytechnic Institute 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 \$400,000.00 for the four year period.

2. NRC hereby obligates the amount of \$400,000.00 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**

### **PROGRAM DESCRIPTION Rensselaer Polytechnic Institute Nuclear Fellowship Program**

**The RPI Nuclear Fellowship Program will promote two important goals that support the development of the nuclear workforce.** By supporting new graduate students, the fellowship will encourage advanced training and experience for those entering the nuclear field. Additionally, the fellowship opportunities will increase the interest in graduate nuclear engineering study, leading to a greater number and diversity of those being trained in nuclear technology.

#### **1. PROPOSED FELLOWSHIP PROGRAM**

With the assistance of the US Nuclear Regulatory Commission, Rensselaer Polytechnic Institute (RPI) proposes to offer a Fellowship program for graduate students interested in pursuing careers in the Nuclear Engineering field. Students who are awarded the RPI Nuclear Fellowship will receive a full tuition waiver and a calendar year stipend of \$25,000. Fellowships will be awarded for one year, and may be renewed for one additional year, provided the student makes sufficient academic progress. The Fellowship Program will award up to two fellowships per year, over a period of four years.

#### **2. PROGRAM ELEMENTS**

##### **2.1 RECRUITING/MARKETING ACTIVITIES**

The RPI Nuclear Fellowship Program will become a highlight of the graduate student recruitment effort in Nuclear Engineering. The activities associated with this program will include:

- **Development of a web page** devoted to information on the RPI Nuclear Fellowship Program. This page will include requirements and details on program application and award, as well as links to the graduate student admission procedures and information about research and facilities in the Nuclear Engineering program at Rensselaer. Eligible students will be automatically considered for the fellowship, but the website will encourage applicants to include information in their application reflecting their interest in contributing to the nuclear sector.

- **A color brochure**, suitable for printing, containing fellowship and graduate application information. This brochure will be distributed electronically or in hard copy to prospective applicants on campus and/or other institutions. They will also be distributed during recruitment events.

- **Seeking recruiting opportunities with institutions** outside of the traditional undergraduate nuclear engineering education, such as institutions with undergraduate health physics programs like Bloomsburg University or Francis Marion University.
- **Partnering with neighboring regional four-year universities** to draw students into the nuclear engineering graduate program. RPI is situated centrally to several universities with science and engineering programs that could produce logical feeders into nuclear engineering, such as Union College, the State University of New York at Albany, the State University of New York at Buffalo, Clarkson University, and Worcester Polytechnic Institute. Meanwhile, the materials associated with this program will be integrated into the graduate student recruitment strategies in the Department of Mechanical, Aerospace, and Nuclear Engineering, including:
  - **Advertisement of graduate student opportunities** through national and student conferences of the American Nuclear Society, Health Physics Society, and other relevant professional meetings.
  - **Faculty recruiting visits to other universities, or through graduate school “fairs” or consolidated recruiting events.** MANE faculty are encouraged to include information on graduate study at Rensselaer when traveling to other universities.
  - **Promotion of nuclear engineering to Historically Black Colleges and Universities (HBCUs) and Hispanic Serving Institutions (HSIs).** The Department has a current initiative to institutionalize its recruiting efforts with HBCUs and HSIs, which these fellowship program recruitment efforts will complement.

## 2.2 SELECTION PROCESS

The selection of RPI Nuclear Fellows will follow a three-step process, largely integrated with the graduate admission decision process of the Department of Mechanical, Aerospace, and Nuclear Engineering. The PIs of this project will serve as administrative coordinators of the fellowship program.

- **Administrative staff compiling applicant information** will identify students that meet the basic eligibility requirements of US Citizenship and a minimum 3.3 GPA (on a 4.0 scale). These students are flagged to indicate to faculty that they should consider their recommendations for fellowship awards during their admission reviews.
- **Graduate applicant files are circulated to nuclear engineering faculty** for admission and support recommendations. For students eligible for fellowship awards, the faculty will be asked to include comments related to potential for academic and professional excellence, contribution to a workforce capable of supporting the design, construction, operation, and regulation of nuclear facilities and the safe handling of nuclear materials, and contributions to gender and ethnic diversity in nuclear engineering and sciences.
- **Copies of the graduate admission files for all eligible applicants will be forwarded to the coordinators of the RPI Nuclear Fellowship Program** by the completion of the review cycle. The coordinators will collect the materials of the students receiving positive responses from the faculty, and will convene a selection panel for the fellowship. The panel will consist of the Department Head of the Mechanical, Aerospace, and Nuclear Engineering (Prof. Timothy Wei), Associate Department Head for Graduate Studies of the Department

of Mechanical, Aerospace, and Nuclear Engineering (Prof. Thierry Blanchet), Nuclear Engineering Program Faculty (Prof. X. George Xu), and the coordinators of the RPI Nuclear Fellowship Program (Prof. Li (Emily) Liu and Prof. Wei Ji). The panel will select a Fellow from the eligible applicants and will also select an alternate to be awarded should the selected Fellow decline to attend Rensselaer or decline the conditions of the fellowship award.

### **2.3 MANAGEMENT AND ADMINISTRATIVE STRUCTURE**

The Department of Mechanical, Aerospace, and Nuclear Engineering is supported by a diverse and capable team from administrative staff and faculty. The department serves approximately 1300 undergraduate students, 144 enrolled in the Nuclear Engineering and Engineering Physics (NEEP) programs, and 140 graduate students, with 24 in the NEEP programs. Research expenditures total around \$9M from 39 tenure/tenure-track faculty. The expenditure for the 10 tenure-or tenure-track Nuclear Engineering faculty was \$3.2M in 2008. At any one time, there are several research associates, visiting scholars, and post-doctoral researchers participating in the department activities.

To support such a large and diverse department, a number of administrative and technical staff are employed, covering a variety of positions. The staff consists of (approximately) 7 administrative assistants, 2 devoted to business and financial management, 3 are student services specialists, and 10 are technical staff supporting labs, facilities, and computing resources.

The Department Head is aided by a management team consisting of faculty from across the three major disciplines in the department. Each program has a designated Program Coordinator, who leads the vision and strategic planning for the program, and a Program Curriculum Coordinator, responsible for the oversight of curriculum assessments and revision activities at both graduate and undergraduate levels. The leadership team also includes a Graduate Program Chair and an undergraduate Degree Clearance Officer, with responsibilities across the department programs. The leadership is supplemented on as-needed basis by faculty assuming responsibility for particular projects or thrusts such as ABET accreditation, external review, or other special projects.

### **2.4 EVALUATION PLAN**

The evaluation of the RPI Nuclear Fellowship Program will focus on two main areas related to the purpose of the program: **1) preparing high-quality students for careers in the nuclear field, and 2) increasing the quantity, quality, and diversity of the pool of students entering nuclear engineering disciplines.**

Since many of the metrics applicable to evaluating the fellowship program extend beyond the time of the fellowship award, all Fellows will be identified and tracked throughout their graduate studies. All graduate students at Rensselaer undergo an annual review of academic progress, from which much of the student information can be gleaned. The PIs will generate an annual evaluation report prior to the selection of next year's Fellow for the consideration of the selection panel.

**The first part of the evaluation report will consist of measures related to student quality.**  
The report will quantify:

- Time to completion of major doctoral program milestones (Department Qualifying Exam, Research Candidacy Exam, and Thesis Defense)
- Success rate at doctoral program milestones
- Number of publications submitted or accepted
- Number of conference abstracts or presentations

These measures will be compared to the values across the program at large. The evaluation report may also include qualitative analysis by faculty advisors regarding research quality and/or applicability to the design, construction, operation, and regulation of nuclear facilities and the safe handling of nuclear materials.

***The second part of the evaluation report will reflect measures of the student recruitment and enrollment.*** Measures will include:

- Total number of applicants to the nuclear engineering graduate program
- Fraction of applicants that meet the minimum GPA requirement for fellowship eligibility
- Fraction of applicants that are US Citizens or permanent resident
- Fraction of applicants that are women and minorities

The evaluation report will be shared internally and externally periodically. Regular reports will be made to NRC on the required period basis.

## **2.5 MENTORING AND ADVISING**

Mentoring and advising is critical to the success of any student. There are such sources of assessment that are used across MANE and by NE in particular. Part of the function of at least two of these groups is to provide observations and advice on the overall progress and development of our fellowship recipients.

***Thesis committee:*** This is an internal and external panel convened on a quarterly basis for graduate student in general. It consists of approximately four members from across the campus and other universities or national labs, mostly but not exclusively from the ranks of Rensselaer faculty. The function of the group is to provide observations and advice on the overall progress and development of the student. Thesis advisor, in particular, will be engaged in ongoing comprehensive research progress and evaluation exercises for each of the steps.

***RPI NE Fellowship Advisory Panel:*** An advisory panel especially set up for Fellowship program will be convened while RPI Nuclear Fellowship program getting funded. It will provide independent assessment of the potential and outside suggestion of the fellowship recipients. The panel includes two PIs, the department head, and several senior graduate students. The panel will provide candid comments and suggestions. Later, the panel will ensure their advice be carefully considered, and witness the changes and improvements made in response to their recommendations.

## **2.6 SCHEDULE OF TUITION FEES AND OTHER PERTINENT COSTS**

The total support for one graduate student each year is \$50K, which includes: (a)tuition for one academic year (9 months) of \$25K (after RPI institute tuition waiver); and (b) Fellowship Stipend for one calendar year of \$25K. ***Two graduate students will be supported each year (\$100K) and the total fund requested from the Fellowship Program will be \$400K for a period of four years.***

## 2.7 STRATEGIC PLAN

Rensselaer is a private institution, and is not part of a State or regional strategic plan, so this element is not applicable.

## 3. SUPPORTING ACTIVITIES TO THE FELLOWSHIP PROGRAM

### 3.1 INSTITUTIONAL SUPPORT AND SUSTAINABILITY

Throughout this document, specific references have been made to tangible and intangible mechanisms for supporting the NE Program at Rensselaer and the fellowship recipients. Here, we summarize these forms of institutional support:

- Recognizing the critical importance of NE, the department has **aggressively identified and hired five new NE faculty** in the past three years, which grows and revitalizes NE Program. More and more graduate students are attracted and enrolled in the NE Program in the past two years.
- The Dean of School of Engineering **convened an NE External Advisory Panel** to help with defining a vision and roadmap for a strong and compelling NE Program.
- The singular focus over the past three years has been the revitalization of NE. In so doing, there has been **significant commitment of MANE resources** to grow and revitalize NE.
- The Department Head has solicited **meetings with State and industry officials** as part of strategic planning for revitalization and refocusing of major facilities, such as the Gaertner LINAC facility and “Zero-power” Reactor Critical Facility at RPI, provided for students to use as part of their educational and research training. The experience with these facilities provides a critical foundation in nuclear technology to the next generation of nuclear professionals.
- **The NE faculty have fully committed to supporting the graduate students education in class and research training in laboratory.** Such commitments play vital role in perPrincipal Investigator (last) – Liu & Ji, Project Description - 5 forming the proposed Fellowship Program and guarantee the quality and sustainability of the program.
- The attached **Support Letter** from the Office of the Vice President for Research clearly shows a strong endorsement for the RPI Nuclear Fellowship Program.

This is not an exhaustive list of the actions and resources in place to directly or indirectly support the Fellowship program at Rensselaer. It does not, for example, speak of the two Targeted Recipients individually. However, it does accurately portray to broad institutional commitment at all levels from Program to President to helping Nuclear Engineering at Rensselaer. We feel very strongly, therefore, that our vision and strategy directly aligns with the goals of the NRC Fellowship Program. We respectfully request, therefore, full funding of this grant proposal.

### 3.2 INNOVATION – PARTNERSHIPS/INSTITUTIONS/DISTANCE LEARNING

Rensselaer has long time experiences to offer distance learning support and maintains a strong relationship with NAVY. The undergraduate NE program includes a component that serves the US Navy's reactor training facility in Kesselring, NY. Noncommissioned officers who are trainers at Kesselring have the opportunity to enroll at Rensselaer to pursue a B.S. degree in nuclear engineering. Recently, a new modular course development proposal for local and distance learning was funded by NRC and is being developed at RPI and its partnership United States

Military Academy. This course will deliver the hands-on nuclear engineering educations to remote classrooms in other universities from the RPI reactor facility and the Linear accelerator. Such an innovation in remote education provides a practical means to promote the nuclear education to other institutions, including Post-Secondary Minority Serving Institutions, to learn hands-on experience through distance learning, shared courses and facility sharing. All these capabilities greatly improve our selection pool for graduate students who will be getting fellowships.

### **3.3 LEVERAGE/MATCHING FUNDS**

The university cost share will be distributed over the four years of the project in the form of tuition subsidy. At RPI, the expense for one graduate student (the combination of stipend and tuition) will exceed the \$50K limit for each supported person. The Office of Research will subsidize the tuition for each graduate student and each year. The cost share part of the tuition from the university is around \$15K.

### **3.4 QUALITY OF FACULTY**

The Nuclear Engineering program consists of 10 tenure/tenure-track faculty (as of fall 2009), and 9 full- or part-time non-tenured faculty participating in teaching and/or research activities. The faculty support diverse research programs in nuclear reactor engineering, thermal hydraulics, nuclear physics, radiation technology, nuclear reactor materials, radiation effects on materials, fusion technology, and health/medical physics. Rensselaer Nuclear Engineering faculty have a strong record of external funding. As we stated earlier, the 2008 expenditure for the Nuclear Program faculty was \$3.2M. We believe that faculty in the NE program of RPI will ensure the Fellowship recipients to perform high quality research at thrust areas.

## **4. SUMMARY**

Rensselaer Polytechnic Institute is well positioned to enhance and expand its population of graduate students in Nuclear Engineering. ***The RPI Nuclear Fellowship Program will provide a strong means to compete for the best students in the field, and to prepare them to be leaders in the next generation nuclear workforce.***



## 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](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](http://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](http://www.gsa.gov/federaltravelregulation) and the per diem rates set forth at: [www.gsa.gov/perdiem](http://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/fedreg/2008/081308_ffr.pdf)

[http://www.whitehouse.gov/omb/grants/standard\\_forms/ffr.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf)

[http://www.whitehouse.gov/omb/grants/standard\\_forms/ffr\\_instructions.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 31<sup>st</sup> is due by April 30<sup>th</sup>. The submission for the six month period ending September 30<sup>th</sup> is due by October 31<sup>st</sup>.

### **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](mailto: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