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

1. GRANT/AGREEMENT NO.	2. MODIFICATION NO.	3. PERIOD OF PERFORMANCE	4. AUTHORITY
NRC-38-10-908		FROM: 5/1/2010 TO: 4/30/2011	Pursuant to Section 31b and 141b of the Atomic Energy Act of 1954, as amended

5. TYPE OF AWARD	6. ORGANIZATION TYPE	7. RECIPIENT NAME, ADDRESS, and EMAIL ADDRESS
[X] GRANT [ ] COOPERATIVE AGREEMENT	Public State-Controlled Institution of Higher ED	Dakota County Technical College 1300 145th Street East Rosemount, MN 55068-2999

8. PROJECT TITLE:
Dakota County Technical College Nuclear Technician Scholarship Project

9. PROJECT WILL BE CONDUCTED	10. TECHNICAL REPORTS ARE REQUIRED	11. PRINCIPAL INVESTIGATOR(S) NAME, ADDRESS and EMAIL ADDRESS
PER GOVERNMENT'S/RECIPIENT'S PROPOSAL(S) DATED See Program Description AND APPENDIX A-PROJECT GRANT PROVISIONS	[X] PROGRESS AND FINAL [ ] FINAL ONLY [ ] OTHER (Conference Proceedings)	Dakota County Technical College Attn: Andrew Pullam Maint. Training Supervisor Email: Andrew.Pullam@xenuclear.com 651-388-1121

12. NRC PROGRAM OFFICE (NAME and ADDRESS)	13. ACCOUNTING and APPROPRIATION DATA	14. METHOD OF PAYMENT
NRC Attn: John Gutteridge Office of Human Resources MS: GW5A6 (301) 492-2313 11545 Rockville Pike Rockville, Maryland 20852	APPN. NO: 31X0200 B&R NO: 0-8415-5C1115 JOB CODE: T8460 BOC NO: 4110 OFFICE ID NO: RFPA: HR-10-908	[ ] ADVANCE BY TREASURY CHECK [ ] REIMBURSEMENT BY TREASURY CHECK [ ] LETTER OF CREDIT [X] OTHER (SPECIFY) Electronic ASAP.gov (See Remarks in Item #20 "Payment Information")

15. NRC OBLIGATION FUNDS		16. TOTAL FUNDING AGREEMENT	
THIS ACTION	$107,000.00	NRC	$107,000.00
PREVIOUS OBLIGATION		RECIPIENT	$300,565.00
TOTAL	$107,000.00	TOTAL	$407,565.00

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.	19. NRC CONTRACTING OFFICER
Signature Not Required	Sheila Bumpass (Signature) 5/1/2010 (Date) NAME (TYPED): Sheila Bumpass TITLE: Contracting Officer TELEPHONE NO. 301-492-3484

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.

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

MAY 17 2010

ADM002

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ATTACHMENT A - SCHEDULE

A.1 PURPOSE OF GRANT

The purpose of this Grant is to provide support to the "Dakota County Technical College Nuclear Technician Scholarship Project" 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, 2011.

2. Funds obligated hereunder are available for program expenditures for the estimated period: May 1, 2010 – April 30, 2011.

A. GENERAL

1. Total Estimated NRC Amount:	$107,000
2. Total Obligated Amount:	$107,000
3. Cost-Sharing Amount:	$300,565
4. Activity Title:	Dakota County Technical College Nuclear Technician Scholarship Project
5. NRC Project Officer:	John Gutteridge
6. DUNS No.:	176616118

B. SPECIFIC

RFPA No.:	HR-10-908
FFS:	N/A
Job Code:	T8460
BOC:	4110
B&R Number:	0-8415-5C115
Appropriation #:	31X0200
Amount Obligated:	$107,000

A.3 BUDGET

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

Budget Line Items	Year 1
Scholarships (19 Scholarships at $5,560/year)	$ 105,640.00
Additional Scholarship Funding	$ 1,360.00
Total	**$ 107,000**

All travel must be in accordance with the Dakota County Technical College 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 $107,000 for one year.

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2. NRC hereby obligates the amount of $107,000 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

The U.S. Nuclear Regulatory Commission

Trade School and Community College Scholarship Grant

Institutional Background

As Oakota County Technical College heads into its 40th Anniversary in 2010, the prime purpose of our college continues to be preparing our graduates for life as dynamic contributors to the nation's workforce and as fully engaged members of their communities. Our faculty and staff are dedicated to the well-being and prosperity of our student population. We recognize that our students-with their individual abilities, interests and talents-are the keystones of our college.

OCTC is an original member of the Minnesota State College & Universities system, which features 32 institutions, including 25 two-year colleges and seven state universities, making it the largest single provider of higher education in the state of Minnesota.

Our main campus is located in Rosemount, Minn., just 30 minutes from the Twin Cities and situated in the heart of Oakota County, which was recently named to the Intelligent Community Forum Smart 21 Communities of 2010.

OCTC serves more than 11,500 students annually. Nearly 3,000 are enrolled in credit-based programs and majors with 8,500 enrolled in Customized Training noncredit courses. We deliver more than 50 academic programs with a range of A.A.S., A.S., diploma and certificate options. Ninety-two percent of OCTC graduates find jobs in their field within 12 months of graduation.

Our list of higher education, business and industry partners is extensive and growing, which ensures that our students receive top-notch training that is both relevant and ahead of the curve. We work with the best and brightest people in Minnesota and beyond to create clear and productive pathways to the future.

On the global front, OCTC is taking a lead role in the critical areas of sustainability and climate neutrality through the college's Green Campus Commitment. Working with more than 650 other colleges and universities across the nation via the American College and University Presidents' Climate Commitment, OCTC is on course to achieve campus neutrality by the year 2020.

Evaluation & Student Support and Retention Plans

a. Evaluation of Nuclear Technician Scholarship Project will focus on ongoing collection and analysis of data addressing project effectiveness and student outcomes; multiple measures for each category are listed in table below

b. Uniform Nuclear Curriculum Training Advisory Committee has been formed with experts from DCTC and Xcel Energy to streamline, enhance and direct the evaluation process

c. Final, summary evaluation report will be produced at conclusion of Nuclear Technician Scholarship Project, identifying best practices and lessons learned throughout project lifespan; this document will form basis of presentations at project team meetings, regular faculty InService events &training advisory committee meetings

d. Retention Strategies: Nuclear Technician scholars will be required to solicit feedback from their instructors via a mid-semester reporting form. Principal Investigator will review forms and discuss reported problems with appropriate project staff. Scholars encountering nonacademic problems will be connected as necessary to existing support services, including counseling and financial aid services. Principal Investigator will maintain e-mail contact with all scholars throughout the academic year, sending reminders of upcoming meetings and activities related to the program. Principal Investigator will review progress of all scholars, recommending interventions where needed. Interventions will involve a scheduled consultation with potential assessment recommendations in any or all of the following areas: (a) basic skills (b) tutoring (c) study skills (d) learning styles inventory (e) career interest inventory (f) learning disabilities

e. Mentorships: Project team will assign a mentor to each scholar in the program. Mentors may include members of project team, other program faculty or industry experts. Communicating with students at least once every two weeks, mentors will serve as links to appropriate academic support services, professional contacts and organizations, and college enrichment activities. Second-year students will be encouraged to participate in student-to-student peer mentoring program that pairs first-year students with second-year students. During program's capstone internship, stUdents will be paired with a nuclear professional mentor at the Prairie Island Nuclear Generating Plant.

Project as Integrated Element of Strategic Plan

DCTC is partnering with Xcel Energy, a leading-edge energy company offering a comprehensive portfolio of energy-related products and services to 3.4 million electricity customers and 1.9 million natural gas customers in eight Western and Midwestern states with revenues topping $9 billion annually.

Xcel Energy owns and operates two nuclear power plants in Minnesota, Monticello Nuclear Generating Plant near Monticello, and Prairie Island Nuclear Generating Plant near Red Wing, which produce more than 25 percent of the electricity the company provides to customers in the Upper Midwest.

In Minnesota, Xcel Energy's nuclear power plants help the company avoid the production of hundreds of millions of tons of greenhouse gases/air pollutants. Cost analysis data show that extending the operating licenses for the Monticello and Prairie Island plants for 20 years will save Minnesota electricity customers about $1 billion.

Students in the DCTC program will be utilizing the extensive training facilities and mentoring opportunities at the Prairie Island plant. St. Cloud Technical College will be simultaneously launching an independent nuclear technician sister program. Students in that program will receive similar benefits at the Monticello plant. Both programs will be unique to the state of Minnesota.

Graduates of the DCTC Nuclear Technician program will be equipped to *merge seamlessly into the Xcel Energy apprenticeship program, an outcome that supports the company's long-term goal of hiring only college graduates for energy-related positions.*

The scholarships provided by the Nuclear Technician Scholarship Project will train a continuous pool of diverse candidates for entry-level technical trade positions at nuclear power generating plants while developing skilled workers who support design, construction, operation, and regulation of nuclear facilities and safe management of nuclear materials. The project and the program it supports will also generate renewed interest in technical trade careers within the electrical power industry. Due to the impending retirements of nuclear technicians, job opportunities in the industry look especially promising.

As a member of Minnesota Energy Group, a 10-college energy consortium of Minnesota State Colleges & Universities institutions focused on innovative energytraining, DCTC will serve as the nuclear training component in an overall educational strategy that includes technical training in wind power, solar power, ethanol and biodiesel. The Nuclear Technician program serves as a key component the college's goal to move

forward with its long-term mission to provide collegiate-level education for employment with an increasing focus on alternative energy resources and sustain ability.

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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 CRF 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 >

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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:

Trade Schools and Community College Awards

1. The number and percentage of STEM graduates who take a job in a STEM or STEM-related field.

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 herby 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 form 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."

NRC-38-10-908

2010 Trade School Scholarship Program
Service Agreement

1. This service agreement is required for all student recipients of scholarships (hereinafter referred to as the "recipient") funded by the U.S. Nuclear Regulatory Commission (NRC) through the _____ (name of institution).

2. This agreement confirms the recipient's obligations to maintain satisfactory academic progress and serve 6 months in nuclear-related employment for each full year of academic support. The employment may be with nuclear-related industry, State agencies, Department of Energy laboratories, the NRC or other Federal agencies, or academia in the recipients' sponsored fields of study.

3. The scholarship recipient must:

   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, and

   c. maintain a course load of at least 12 credit hours per semester as a full-time student in good standing.

4. If a recipient fails to maintain satisfactory academic progress, the scholarship will be terminated and the recipient could be obligated to repay the NRC the full amount of the scholarship/fellowship.

5. If a recipient receives any subsequent scholarship(s) through this program, the service obligation periods will be consecutive.

6. 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, if a recipient receives a scholarship to earn a baccalaureate degree, he/she 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 to NRC for funded periods of study.

7. 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.

8. If a recipient voluntarily leaves the employment of an approved employer in a field related to nuclear power during the 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 for which the service obligation has not been fulfilled.

9. 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.

10. 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 Recipient	Date
Institution Program Coordinator	Date
NRC Office of Human Resources	Date