



**ATTACHMENT A - SCHEDULE**

**A.1 PURPOSE OF GRANT**

The purpose of this Grant is to provide support to the "Aiken Technical College Nuclear Sector Technician Education Program (NSTEP) Scholarships" 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: \$53,000
2. Total Obligated Amount: \$53,000
3. Cost-Sharing Amount: \$0
4. Activity Title: Aiken Technical College Nuclear Sector Technician Education Program (NSTEP) Scholarships
5. NRC Project Officer: John Gutteridge
6. DUNS No.: 940020381

**B. SPECIFIC**

- RFPA No.: HR-10-918  
FFS: N/A  
Job Code: T8460  
BOC: 4110  
B&R Number: 0-8415-5C1115  
Appropriation #: 31X0200  
Amount Obligated: \$53,000

**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
Semester Tuition, Books, and Fee Scholarship (15 students @ approx. \$2,533.32)	\$ 38,000
Merit Scholarships (15 students @ \$1,000/year)	\$ 15,000
<b>Total</b>	<b>\$ 53,000</b>

All travel must be in accordance with the Aiken 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 \$53,000 for one year.

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2. NRC hereby obligates the amount of \$53,000 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*

#### ***Capacity and ability of the institution to effectively conduct the program***

Aiken Technical College (ATC) has taken the lead in defining radiation protection technologist needs in our region. ATC led the region for 25 years, providing highly-skilled workers for the nuclear industry from 1975 to 2000. Now, with the renaissance of the nuclear industry, ATC is re-assuming this role. In partnership with the South Carolina Council on Competitiveness and the Southern Growth Policy Board, ATC hosted a state-wide forum in 2007 to assess the needs of the State's energy cluster. Forum participants reiterated the potential for significantly higher earnings for technologists in the energy sector, including nuclear energy, and higher than average job-growth projections for this sector.

Seven elements make ATC a viable institution to successfully produce quality Radiation Protection Technologists (RPT's). They are: (1) ATC's RPT program and staff, (2) the three Principle Investigators (PI's), (3) the college's successful Technical Scholarship Initiative, (4) the ATC Scholarship Selection Committee, (5) a regional population in need of career opportunities, (6) a workforce shortage of RPT's and, (7) ATC's recent award and management of an NRC Grant in the amount of \$95,000 for scholarships to RPT students during the 2009-2010 academic year (HR-FN-1009-NED03 CFDA: 77.008).

Dr. Tracy Pierner is the Dean of the ATC Technical Programs. Dr. Pierner holds a PHD in Technology Management -Manufacturing Technology, MSE and BSEE. He has over 16 years of industrial and academic institutional experience. Mr. Wade Miller, RPT Program Coordinator, is a Senior Health Physicist and is currently serving in a full-time capacity as a Loaned Executive from the Savannah River Site. Mr. Miller has over 21 years experience in Radiation Protection Technology. Mr. David Deal, RPT Program Instructor, has over 30 years experience in radiation safety technology at nuclear power plants.

The Technical Scholars Program is well established and has been in place since 1999. It is a partnership with business and industry to recruit, educate, and graduate technologists in fields where workforce shortages exist. Procedures used in the selection of Technical Scholars will also be utilized to select recipients of NSTEP scholarships.

ATC has had a Scholarship Selection Committee for over 11 years. This committee is comprised of faculty, staff, and industry partners. This committee meets quarterly during the academic year to review scholarship applications, award scholarships and recommends NSTEP scholarship recipients to the Program Coordinator.

South Carolina, along with many states, is in a financial crisis. South Carolina's higher education investment has been in a steady decline. As state investment decreases, the burden to pay for higher education falls to the students in the form of increased tuition and fees. The unemployment rate in the Aiken Technical College area is 11.5%. South Carolina's per-capita income is ranked 4yth in the nation. Aiken County also has a high percentage of minority residents (31 %) and 74% of the students we serve are low-income students.

In June of 2009, a Nuclear Workforce Study was completed by the Savannah River Site Community Reuse Organization (SRSCRO) to develop a strategic plan for creating a trained local workforce to support the pending nuclear "renaissance" in the southeast. The study revealed that approximately 273 RPT workers will be hired during 2010-2020 in the local region. Although the nuclear workforce survey scope was focused on

the needs of the nuclear companies in the local region, the SRSCRO recognizes that there will be an even larger demand for nuclear workers in the neighboring regions to operate the 16 current nuclear power units and build and operate as many as eight new nuclear power units. These nuclear power plant locations are close enough to the SRSCRO region to compete for any of the new nuclear jobs identified by the study, which adds to the urgency and magnitude of the challenge to provide for the nuclear workforce.

ATC's Radiation Protection degree program must adhere to the Nuclear Academy for Nuclear Training's ACAD 08-006 Uniform Curriculum Standards to support NRC licensed facilities such as VC Summer NPP, Vogtle NPP, and the MOX Facility and to the Department of Energy's Savannah River Site Radiological Control Inspector Training and Qualification requirements as detailed in PROGQRCO PDES 0001 11 Rev. 11 to support ongoing operations at the Savannah River Site (SRS) and new projects such as the Salt Waste Processing Facility program.

Currently, Aiken Technical College is a member of the Nuclear Energy Institute's Uniform Curriculum project and a consortium member led by the University of Missouri radiation protection curriculum project. Aiken Technical College is the only NEI affiliated college in the southeast with ties to NRC and DOE. These initiatives have given Aiken Technical College a clear guide as to the goals, requirements, and needs of the program.

The need for the RPT program is well documented. These positions are well-paid, career-oriented occupations supporting the local Department of Energy site (SRS), commercial nuclear and medical industries. Scholarship investments in academically prepared and financially needy students in ATC's RPT program not only provides employers a highly skilled workforce and stimulation of the economy, but also changes the lives of citizens who may not have other means of realizing their educational goals.

Aiken Technical College is requesting funding for 15 NSTEP scholarships for the 20102011 academic year. If granted, the scholarships will be awarded to full-time students in the RPT program. Scholarships will be awarded to academically talented students and those that have demonstrated a financial need. The students demonstrating financial need with a GPA of

2.5 or better, will be awarded a scholarship based on tuition, books and fees taking into account any federal and state financial aid. In addition, those students who have performed well academically, 3.0 or higher, will receive an additional merit award per semester. The scholarship awarded to each student will not exceed a student's cost of attendance. The cost of attendance takes into account the student's tuition, fees, books, supplies, living expenses, transportation and miscellaneous items. NSTEP scholarships will average approximately \$5,476 per student for the academic year. Funding from the NRC for scholarships will enable ATC to achieve its five objectives to: (1) recruit students for the RPT program; (2) provide financial assistance to academically prepared students and students who demonstrate a financial need; (3) increase retention in the RPT program; (4) graduate RPT students; and (5) provide a skilled workforce to the nuclear sector.

### ***Type and degree of proposed student support***

ATC has established a support system for scholarship recipients that include program faculty involvement, a dedicated technical education advisor, an academic success center, counseling services, student success activities and local employer involvement. In addition, to traditional in-classroom instruction and support, there are many coordinated mechanisms in place at ATC to ensure the student's success. The resources available to students are a Technical Education Academic Advisor, Career and Placement Services, the One Stop Career Center, Academic Success Center, Counseling Services, and Orientation. The student support services and programs upon which this project builds are outlined below.

- The RPT Program Coordinator is the academic advisor for all RPT students and works with the Technical Education Advisor.
- Career and Placement Services are provided to both prospective and currently enrolled students. The center performs individual career counseling by assessing the interests and personality of each student.
- The One Stop Career Center has an established system to connect graduating students with appropriate employers. In partnership with the Lower Savannah Workforce

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- Investment Board, ATC offers students and graduates resources to explore employment opportunities.
- The Academic Success Center (ASC) offers support services to enhance student learning. The ASC provides currently enrolled students free tutoring in math, writing, computer technology, and other requested subjects.
- Counseling Services provides professional counseling services to students. The goal of these qualified counselors is to increase the potential for every student's success through understanding their individual needs and expectations.

This project will provide NSTEP scholarship recipients the most important tool for persistence to graduation, frequent and personal contact with a support system. Through constant dialog with the RPT Program Coordinator and program instructors, the technical education advisor will meet with the NSTEP scholarship students twice a semester to discuss progress and any issues that may arise.

### ***Feasibility and completeness of an evaluation plan to measure the effectiveness of the scholarship program***

After enrollment into the RPT program, the program coordinator and the technical education advisor will monitor the recipient's progress through the implementation of the counseling intervention program. The scholar will also be required to fulfill all identified responsibilities of the scholarship including making use of all academic and student support services and agreeing to accept the service agreement terms as defined by the NRC. An evaluation plan will include, but not be limited to, one-on-one meetings with the student and the advisor twice a semester, the advisor's speaking directly to instructors about the student's performance and grades, and early intervention at the first signs that improvement in performance is needed.

The Office of Planning and Research will measure the success data as is required by our partnership with the University of Missouri consortium. Quantitative and qualitative data collection methods will be used to analyze the overall effectiveness of the scholarship program. The data from the consortium will serve as a baseline for comparison of the NSTEP scholarship vs. non scholarship recipients in the RPT program. There are several key areas that A TC will measure and are as follows: retention rates of students from one academic year to the next, persistence rates of students from one semester to the next, minority representation and success, gender representation and success, age representation and success, course grade distributions, number of graduates, graduate placement rates, program completion time, alumni satisfaction, and employer satisfaction. Data collected from the previously stated areas will be used to determine if A TC has achieved the stated objectives: (1) student recruitment for the RPT program; (2) provide financial assistance to academically prepared students and students who demonstrate a financial need; (3) increase retention in the RPT program; (4) graduate RPT students; (5) provided a skilled workforce to the nuclear sector.

### ***Institutional support for the program and plans for sustainability as well as number and quality of students that will be served by the program***

#### **Project Management**

The Principal Investigators (Pis) under the direction of Dr. Tracy Pierner will lead ATC's NRC project activities. The Pis have assembled a project team of faculty, the Technical Education Advisor, ATC Foundation Director, counselors, and the Financial Aid Director to assist in the leadership of this project.

The faculty team is providing strong support for the project. The Pis and faculty team will identify current program students who would be eligible for and would benefit from the scholarship and support services included in the NSTEP project, and participate on the selection team for NSTEP project participants. The program coordinator will work with the program advisory committee to offer mentoring to project students and identify and facilitate students' attendance at professional conferences.

The ATC Foundation Director will include NSTEP scholarship information in all scholarship solicitation materials, participate on the NSTEP scholarship selection team, and provide reporting as required by NRC.

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The Technical Education Advisor will distribute and collect scholarship applications for the NSTEP scholarships, ensure all necessary documents are provided and forward the completed packets to the scholarship selection committee. The advisor will also screen potential applicants who meet NSTEP project eligibility but, have not applied and refer those applicants to the ATC Foundation for application.

Counselors will provide one-to-one personal and academic counseling and intervention to all NSTEP scholarship recipients, develop a personal education plan for all project students, and will include strategies to strengthen the student's academic motivation. All project students will meet with the counselor twice a semester to discuss their education plan.

The Financial Aid Director will determine eligibility of potential NSTEP scholarship students who complete the FAFSA and screen each application for financial need. The Financial Aid Director will provide the student accounting process that delivers the scholarship to the students and will verify the continued eligibility of NSTEP scholarship recipients on a semester-to-semester basis.

### **Marketing & Recruitment**

Marketing for nuclear related fields is not an issue in this region due to the current need for RPTs at the Savannah River Site, Vogtle NPP in Georgia and V.C. Summer NPP in South Carolina. Our community has a long history of employment in the nuclear field. The DOE's Savannah River Site has been an active employer for nearly 50 years. The ATC Marketing Department will work with the faculty to create promotional materials, both virtual and hard copy, describing the benefits of the NSTEP project.

In partnership with the Aiken County School District, the route to Aiken Technical College often starts at the high school level. The PI's will meet with area high schools and adult recruiters quarterly to share information regarding NSTEP scholarships. All of the opportunities will be coordinated into a marketing *effort* to target students that are academically talented and demonstrate financial need for the NSTEP scholarships.

The NSTEP project will also utilize ATC's counseling services and One-Stop Center to recruit students into the RPT program. In addition, ATC will market the benefit of the NSTEP scholarship through our website, annual benefit report, and outreach with community partners and ATC's recruiting staff.

Funding from the NRC will allow ATC to select 15 eligible students for this program during the 2010-2011 academic year. This funding will alleviate the burden of tuition, books and fees for very academically prepared students enrolled in the RPT program.

### ***Innovation demonstrated through establishment of consortia, and/or partnerships with other institutions to increase the universe of students reached through distance learning, shared courses, facility sharing, etc.***

ATC belongs to a consortium of colleges and universities involved with RPT certification and degrees. The University of Missouri is the lead university in the consortium. The RPT program is based on curriculum designed by the University of Missouri. There are also efforts to develop a distance learning capability at ATC to serve students in remote areas of the Central Savannah River (CSRA). Recent key regional developments increase opportunities for students:

- SCANA Corporation, a partner in this project and a program advisory member, is adding two units at V.C. Summer NPP, which is close to ATC,
- Southern Company, is applying for a license to build two new units at Plant Vogtle NPP in Georgia,
- The Savannah River Site (SRS) is the largest energy employer in South Carolina and the CSRA. The site projects a need for 50 radiation protection technologists in the next 5 years.
- URS Washington Division, (Savannah River Remediation) a partner and program advisory member, has partnered with South Carolina to establish a commercial nuclear licensing and engineering business in the state. They have recently been awarded a contract at SRS for liquid waste removal. URS provided the initial \$200,000 in seed money in 2007 to start the RPT program.
- Shaw/AREVAJMOX, Services, a partner in this project and a program advisory member, has a Department of Energy (DOE) contract to construct a mixed-oxide (MOX) fuel fabrication facility at SRS
- Parsons, a partner in this project and a program advisory member, has a DOE contract to construct a Salt Waste Processing Facility (SWPF) at SRS.

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- Savannah River Nuclear Solutions, a partner in this project and program advisory members is the lead contractor at SRS. They have provided loaned equipment in excess of \$100,000, provided \$200,000 in funding to create a "fast-track" program to expedite the education of students with a bachelor's or associate's degree in a related field, and provided a Loaned Executive to help develop the program.

An extensive public-private partnership model to ensure that the training is aligned with energy-sector employer needs is currently in place. ATC currently has leveraged resources totaling over \$600,000 through in-kind staff, lab facility access, equipment, and private contributions to support the RPT program.

Attachment C – Standard Terms and Conditions

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

Preface

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

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

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

A-21 (now 2CFR 220): <http://www.whitehouse.gov/omb/circulars/a021/print/a021.html>  
A-87 (now 2CFR 225): <http://www.whitehouse.gov/omb/circulars/a087/print/a087-all.html>  
A-122 (now 2 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:

### **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:

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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,

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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

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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.

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- o 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

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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

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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 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

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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: [edusolar@nrc.gov](mailto:edusolar@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