

U.S. NUCLEAR REGULATORY COMMISSION

NOTICE OF GRANT AWARD

PURSUANT TO AUTHORITY OF P.L. 95-604
(Section 207 of Uranium Mill Tailings
Radiation Control Act of 1978)

1a. GRANT NUMBER NPC-06-80-310 1b. MODIFICATION NO

2. GRANT PERIOD
From: 1/1/80 To: 11/8/81

Grantee Name and Address

State of Nevada
Division of Health Radiological Health Section
505 East King Street, Carson City, Nevada 89710

3. TYPE OF AWARD
(XX) New Award Supplement
Continuation Revocation
Time Extension Other(specify)

6. Project Title

Development of State Regulatory Programs in
accordance with the Uranium Mill Tailings Radiation
Control Act of 1978 (UMTRCA)

5. GRANTEE TYPE
State (XX)
Other(specify)

7. PROJECT WILL BE CONDUCTED PER
Grantee's Proposal(s)
Dated 10/18/79 and
Appendix A-Project Grant Provisions

8. TECHNICAL REPORTS ARE REQUIRED
(XX) Progress and Final
Final Only Other(See Block 16)

9. Principal Investigator(s) or Program
Director(s) Name and Address

John Vaden
address as above (702) 885-4750

10. NRC Program Officer(Name and Address)

US Nuclear Regulatory Commission
Office of State Programs
ATTN: Frank Young
Washington, D.C. 20555
301-492-7794

Telephone No.

11. Accounting and Appropriation Data
B&R 80-19-08-03 B1652

Appropriation 31X0200-800

12. Method of Payment
Advance by Treasury Check

13. Submit vouchers, if any, to Grants
Officer Unless Otherwise Specified
in this block.
(See Paragraph 19)

Letter of Credit Reimbursement by(XX)
Other(specify) Treasury Check

14. Funding Sources and Allocation to Project Time Units

Source	Period and Amount	Period and Amount	Period and Amount
	From: 1/1/80 To: 11/8/81	From: To:	From: To:
NRC: THIS GRANT	\$ 14,100.00	\$	\$
PREVIOUSLY OBLIGATED	\$ -0-	\$	\$
GRANTEE SHARE: THIS GRANT	\$ -0-	\$	\$ 1762 034
PRIOR GRANT	\$ -0-	\$	\$
TOTAL FUNDING	\$ 14,100.00	\$	\$

15. AMOUNT OBLIGATED BY THIS GRANT ACTION: \$ 14,100.00

This Grant Award of \$14,100.00 has been made in accordance with the followings:

16. REMARKS:	Preparation of Legislation and Regulations	-0-
	Development of Administrative Procedures	-0-
	Training of State Employees	\$3,000.00
	Procurement of Equipment	11,100.00
		<u>14,100.00</u>

17. NRC ISSUING OFFICE (Name and Address) 18. NRC GRANTS OFFICER

US Nuclear Regulatory Commission
Division of Contracts
Washington, D.C. 20555

MJ Mattia 12/28/79
(Signature) (Date)
NAME (typed) Mary Jo Mattia, Chief
TITLE Administrative Contracts Branch
TELEPHONE NO. (301) 427-4420

19. GRANT PAYMENT INFORMATION

Payment under this award will be made available through the reimbursement by Treasury check method. Payment will be made within thirty (30) days after receipt of the billing unless the billing is improper or the grantee has failed to comply with the program objectives, grant award conditions, Federal reporting requirements or other conditions specific in OMB circular A-102, Attachment J.

Payment will be made by:
U.S. Nuclear Regulatory Commission
Office of the Controller
Division of Accounting
Washington, D.C. 20555

Vouchers should be submitted in duplicate to the above address.
A copy of Voucher should also be forwarded to the Grants Office.

20. Attached is a copy of the "NRC Project Grant Provisions for State and Local Governments. Acceptance of these terms and conditions is acknowledged when federal funds are used on this grant project.

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APPENDIX A

NRC PROJECT GRANT PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

This grant subject to the following provisions:

1. General

- a. This grant is composed of a grant face page which may incorporate the grantee's proposal by reference and the NRC Project Grant Provisions for state and local governments.
- b. This award constitutes acceptance by the U.S. Nuclear Regulatory Commission (NRC) of the grantee's proposal and budget unless otherwise indicated on the face page.
- c. 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 herein. Within this framework, the Principal Investigator (PI) or Program Director (PD) named on the grant face page is responsible for the scientific or technical direction of the project and for preparation of the project performance reports.
- d. This grant is funded on a cost reimbursement basis not to exceed the amount awarded as indicated on the face page and is subject to a refund of unexpended funds to NRC.
- e. This grant award is subject to the policies prescribed in OMB Circular A-102, as revised, dated August 24, 1977.

2. Reporting Program Technical Performance

a. Frequency

Performance reports will be submitted within 30 calendar days after the end of every second calendar quarter and a final report no later than 90 days after the expiration date of the grant period indicated on the face page.

b. Copies

One copy of the reports shall be submitted to the Grants Officer and three copies to the NRC Program Officer at the addresses indicated on the face page.

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c. Content

The report content will be that prescribed in OMB Circular A-102, Attachment I.

d. Publications of Results

- (1) Acknowledgement statement. Grantees may publish the results of their work. However, publications and reports prepared under this grant shall contain the following acknowledgement statement, "This (material) was prepared with the support of the U.S. Nuclear Regulatory Commission (NRC) Grant No. _____ . However, any opinions findings, conclusions, or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of NRC."

3. Reserved

4. Suspension and Termination

This grant may be suspended or terminated in accordance with the policy prescribed by OMB Circular A-110, Attachment L.

5. Travel

Domestic travel is an appropriate charge to this grant, and prior authorization for specific trips is not required. Foreign travel must be clearly essential to the grant effort and must, to be charged against this grant, have prior explicit approval of the Grants Officer regardless of its inclusion in the approved grant budget. The grantee agrees to use U.S. Flag air carriers to the maximum extent practicable when international air transportation becomes necessary under this grant. Except as otherwise provided in the applicable cost principles referenced in Provision 6, the difference in cost between first-class air accommodations and economy class accommodations is unavailable.

6. Allowable Costs

Allowability of costs incurred for the Grant shall be determined in accordance with the provisions of Federal Management Circular 74-4. The extent of cost sharing, if any, is indicated on face page.

7. Retention and Custodial Requirements for Records

Grantees shall retain and permit examination of records as required by OMB Circular A-102, Attachment C.

8. Payment and Financial Reporting Requirements

Payments by NRC will be made by the method indicated on the face page. Grantee requests for payment, NRC payments, and grantee financial reporting requirements shall be made in accordance with OMB Circular A-102, Attachments H and J.

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9. Property Management Standards

Property shall be accounted for and managed in accordance with OMB Circular A-102, Attachment N.

10. Patent Rights (Short Form)

This clause is applicable unless a patent waiver is granted:

a. Definitions

- (1) "Subject Invention" means any invention or discovery of the Grantee conceived or first actually reduced to practice in the course of or under this Grant, and includes any art, method, process, machine manufacture, design, or composition of matter, or any new useful improvement thereof, or any variety of plants, whether patented or unpatented, under the Patent Laws of the United States of America or any foreign country.
- (2) "Patent Counsel" means the NRC Patent Counsel assisting the procuring activity.
- (3) Government means U.S. Federal Government.

b. Invention Disclosures and Reports

- (1) The Grantee shall furnish the Patent Counsel (with notification by Patent Counsel to the Grants Officer):
 - (i) A written report containing full and complete technical information concerning each Subject Invention within 6 months after conception or first actual reduction to practice whichever occurs first in the course of under this grant, but in any event prior to any on sale, public use, or public disclosure of such invention known to the Grantee. The report shall identify the grant and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention:
 - (ii) Upon request, but not more than annually, interim reports on an NRC-approved form listing Subject Inventions for that period and certifying that all Subject Inventions have been disclosed or that there were no such inventions; and

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(iii) A final report on an NRC-approved form within 3 months after completion of the grant work listing all Subject Inventions and certifying that all Subject Inventions have been disclosed or that there were no such inventions.

(2) The Grantee agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to the contract.

c. Allocation of Principal Rights

(1) Assignment to the Government

The Grantee agrees to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention, except to the extent that rights are retained by the Grantee under paragraphs (c)(2) and (d) of this clause.

(2) Greater Rights Determinations

The Grantee or the employee-inventor with authorization of the Grantee, may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph (d) of this clause on identified inventions in accordance with the procedure and criteria of 41 CFR 919109-6. A request for determination of whether the Grantee or the employee-inventor is entitled to retain such greater rights must be submitted to the Patent Counsel (with notification by Patent Counsel to the Grants Officer) at the time of the first disclosure of the invention pursuant to paragraph (b)(1) of this clause or not later than 9 months after conception or first actual reduction to practice, whichever occurs first, or such longer period as may be authorized by the Patent Counsel (with notification by Patent Counsel to the Grants Officer) for good cause shown in writing by the Grantee. The information to be submitted for a greater rights determination is specified in 41 CFR 99.109-6(e).

d. Minimum Rights to the Grantee

The Grantee reserves a revocable, nonexclusive, paid-up license in each patent application filed in any country on a Subject Invention and any resulting patent in which the Government acquire title. Revocation shall be in accordance with the procedures of paragraphs (c)(2) and (3) of the clause in 41 CFR 9-9107-5(a).

e. Employee and Subcontractor Agreements

Unless otherwise authorized in writing by the Grants Officer, the Grantee shall:

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- (1) Obtain patent agreements to effectuate the provisions of the Patent Rights clause from all persons who perform any part of the work under this grant except nontechnical personnel, such as clerical employees and manual laborers.
- (2) Unless otherwise authorized or directed by the Grants Officer, the Grantee shall include the Patent Rights clause of 41 CFR 9-9.107-5(a) or 41 CFR 99.107-6, as appropriate, modified to identify the parties in any subcontract hereunder having as a purpose the conduct of research, development or demonstration work; and
- (3) Promptly notify the Grants Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the subcontractor, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon the request of the Grants Officer, the Grantee shall furnish a copy of the subcontract to such requester.

f. Atomic Energy

- (1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be asserted by the Grantee or its employees with respect to any invention or discovery made or conceived in the course of or under this grant.
- (2) Except as otherwise authorized in writing by the Grants Officer, the Grantee will obtain patent agreements to effectuate the provisions of paragraph (f)(1) of this clause from all persons who perform any part of the work under this grant, except nontechnical personnel such as clerical employees and manual laborers.

g. Publication

In order that information concerning scientific or technical developments conceived or first actually reduced to practice in the course of or under the grant is not prematurely published so as to adversely affect patent interest of NRC, the Grantee agrees to submit to the Patent Counsel for patent review a copy of each paper 60 days prior to its intended publication date. The Grantee may publish such information after expiration of a 60 days period following such submission or prior thereto if specifically approved by Patent Counsel, unless the Grantee is informed that in order to protect patentable subject matter, publication must be further delayed.

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11. Rights in Technical Data - Short Form

a. Definitions

The definitions of terms set forth in 41 CFR 9-9.201 apply to the extent these terms are used herein.

b. Allocation of rights

(1) The Government shall have:

- (i) unlimited rights in technical data first produced or specifically used in the performance of this grant;
- (ii) the right of the grants officer or his representatives to inspect at all reasonable times up to three years after final payment under this grant all technical data first produced or specifically used in the grant (for which inspection the grantee or its subcontractor shall afford proper facilities to NRC); and
- (iii) the right to have any technical data first produced or specifically used in the performance of this grant delivered to the Government as the grants officer may from time to time direct during the progress of the work or in any event as the grants officer shall direct upon completion or termination of this grant.

(2) The Grantee shall have:

The right to use for its private purposes, subject to patent, security or other provisions of this grant, technical data it first produces in the performance of this grant provided the data requirements of this grant have been met as of the date of the private use of such data. The Grantee agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from NRC as an NRC contractor or subcontractor, the grantee shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the grants officer.

c. Copyrighted material

(1) The Grantee agrees to, and does hereby grant to the Government, and to its officers, agents, servants and employees acting within the scope of their duties:

- (i) a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of and to

authorize others to do so, all copyrightable material first produced or composed in the performance of this grant by the grantee, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and

(ii) a license as aforesaid under any and all copyrighted or copyrightable works not first produced or composed by the grantee in the performance of this grant but which are incorporated in the material furnished under the grant, provided that such license shall be only to the extent the grantee now has, or prior to completion or final settlement of the grant may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(2) The Grantee agrees that it will not knowingly include any material copyrighted by others in any written or copyrightable material furnished or delivered under this grant without a license as provided for in subparagraph (1)(ii) hereof, or without the consent of the copyright owner, unless it obtains specific written approval of the grants officer for the inclusion of such copyrighted material.

12. Authorization and Consent

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this grant or any part hereof or any amendment hereto or any subcontract hereunder (including all lower-tier subcontracts).

13. Notice and Assistance Regarding Patent and Copyright Infringement

The provisions of this clause shall be applicable only if the amount of this grant exceeds \$10,000.

a. The Grantee shall report to the grants officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this grant of which the grantee has knowledge.

b. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the grantee shall furnish to the Government when requested by the grants officer, all evidence and information in possession of the grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the grantee has agreed to indemnify the Government.

c. This clause shall be included in all subcontracts.

14. Classified Inventions

Use of the clause of 41 CFR 9-9.106.

15. Reporting of Royalties

If this grant is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the grant or are reflected in the grant price to the Government, the grantee agrees to report in writing to the patent counsel (with notification by Patent Counsel to the grants officer) during the performance of this grant and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with the performance of this grant together with the names and addresses of licensors to who such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of NRC of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

16. Procurement Standards

Grantee procurements are subject to the requirements of OMB Circular A-102, Attachment O.

17. Revision of Financial Plans

Grant budget activity under this grant is subject to the requirements of OMB Circular A-102, Attachment K.

18. Program Income

Program income is subject to the policy prescribed by OMB Circular A-102, Attachment E.

19. Statutory Requirements

a. Civil Rights

This grant is subject to the Civil Rights Act of 1964; Title IV, Sex Discrimination, of the Energy Reorganization Act of 1974.

The grantee agrees that no person in the United States shall, on the ground of race, sex, color or national origin, be excluded from participation in, be deprived the benefits of, or be otherwise subjected to discrimination under any program or activity for which the grantee receives financial support from NRC.

b. Nondiscrimination Under Federal Grants

This grant is subject to the provisions of the Rehabilitation Act of 1973, Public Law 93-112. The grantee therefore agrees that "No otherwise qualified handicapped individual in the United States (as defined in section 7(6) of the Act), shall solely because of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

c. Clean Air - Clean Water

If this grant is over \$100,000, it is subject to the provision of the Clean Air Act, as amended (42 USC 1857 et. seq.,) the Federal Water Pollution Control Act, as amended.

(33 USC 1251 et. seq.). Executive Order 11738, September 10, 1973, and the related regulations of the Environmental Protection Agency in 40 CFR Part 15.

20. Liability and Losses

NRC assumes no liability with respect to any damages or loss arising out of any activities undertaken with the financial support of this grant.

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