Appendix A

TERMS OF APPOINTMENT

NUCLEAR FORENSICS RESEARCH AWARD – UNDERGRADUATE STUDENT SCHOLARSHIP AND GRADUATE STUDENT FELLOWSHIP

The purpose of the Department of Homeland Security (DHS), Countering Weapons of Mass Destruction Office (CWMD), Nuclear Forensics Research Award (NFRA) Undergraduate Student Scholarship and Graduate Student Fellowship is to recruit and develop the next generation of uniquely qualified scientists and engineers required to execute the U.S. Government's (USG) National Technical Nuclear Forensics (NTNF) mission.

PERIOD OF APPOINTMENT

The appointment period is defined in the Appointment Letter, of which these Terms are a part, and may be extended by DHS for specific time increments: for undergraduate students, any extension may not exceed a total of 4 years, and for graduate students, any extension may not exceed a total of 5 years per section 1923(a)(12)(B)(i), (ii) of the Homeland Security Act of 2002 (codified as amended at 6 U.S.C. § 592(a)(12)(B)(i), (ii)). All appointments are subject to the continuing availability of appropriated funds. In the event that appropriated funding is not available, the students will be notified as soon as possible regarding the procedures for ending the appointment.

REQUIREMENTS FOR MAINTAINING APPOINTMENT

Maintain a minimum 3.0 out of 4.0 GPA for the duration of the appointment.

Attend and present technical findings at the periodic collaboration meeting or other CWMD-sponsored meetings, as necessary and/or requested.

For undergraduate students, participate, if possible, in at least one summer internship at a national or defense laboratory in the field of technical nuclear forensics during the course of the student's undergraduate studies.

For graduate students, participate, if possible, in at least two summer internships at a national or defense laboratory in the field of technical nuclear forensics during the course of the student's graduate studies.

Be eligible to receive and maintain a U.S. Department of Energy (DOE) Q clearance.

DUPLICATION OF BENEFITS

The undergraduate and graduate students may not receive additional compensation for services rendered under the NFRA award during the appointment period, unless approved by the CWMD Program Office. The student, however, may accept awards, prizes, and other payments that do not require a service or are unrelated to the NFRA award. Veterans

Administration benefits are excluded from this restriction.

ACCESS AUTHORIZATION (Q SECURITY CLEARANCE)

Upon acceptance of the appointment, the student may be required to complete applications for a security clearance with DOE. This clearance may be required for the student to perform research at the collaborative national or defense laboratory. If a clearance is not granted, the student will be allowed to complete the current year's appointment, and the student will not be required to reimburse the U.S. Government for any NFRA-funded scholarship/fellowship, stipend, tuition, or fees. No renewal appointments, however, will be granted to a student who is not able to obtain a security clearance when it was requested. The university will be required to replace the student as a condition of maintaining the NFRA.

Security clearances will be processed by the appropriate personnel security office of the laboratory which is actively collaborating under the auspices of the NFRA.

OBLIGATIONS

NFRA Undergraduate Student Scholarships and Graduate Student Fellowship appointments are part of the National Nuclear Forensics Expertise Development Program, authorized in section 1923(a)(12) of the Homeland Security Act (6 U.S.C. § 592(a)(12)).

The student must agree to specific terms of appointment in accordance with this law and the terms and conditions of the award. Specifically:

- The student must complete his/her academic program with a consistently high level of academic standing, meaning maintaining a minimum 3.0 out of 4.0 GPA for the duration of the appointment.
- The student must attend and present technical findings at a periodic collaboration meeting or other CWMD-sponsored meetings, as necessary and/or requested.
- For undergraduate students, participate, if possible, in at least one summer internship at a national or defense laboratory in the field of technical nuclear forensics during the course of the student's undergraduate studies.
- For graduate students, participate, if possible, in at least two summer internships at a national or defense laboratory in the field of technical nuclear forensics during the course of the student's graduate studies. Additionally, graduate students, upon graduation, must serve for two years in a postdoctoral or other staff position at a DOE national laboratory, a Department of Defense laboratory, or a federal agency in a technical nuclear forensics-related specialty. The Program Office will work closely with the graduate student throughout the award to foster strong professional connections, which will be further strengthened through the university-laboratory collaboration process.

Repayment requirements apply if the student does not abide by these requirements. Specifically:

- Should a student fail to maintain a high level of academic standing, who is dismissed for disciplinary reasons from the university, or who voluntarily terminates academic training before graduation from the program funded by NFRA, the student must repay the U.S. Government within one year of the date of default of all NFRA funds paid to the student or to the university on behalf of the student per 6 U.S.C. § 592(a)(12)(C)(v)(I).
- Specific to graduate students, except in the case of death or disability, should a graduate student fail to begin or complete serving at least two years in a post-doctoral position at a laboratory or federal agency, the student must repay the U.S. Government the total amount of the tuition and stipend, including interest at the maximum legally prevailing rate current for student loans at the time the fellowship was awarded per 6 U.S.C. § 592(a)(12)(C)(v)(II).

During the appointment, each student is a member of the professional community of the facility to which he or she is assigned and is subject to the rules, privileges, and responsibilities of that community. Failure to adhere to facility requirements will, at the determination of the CWMD Program Office, be basis for revocation of the undergraduate scholarship or graduate fellowship and cessation of any further payments.

REPORTS AND PUBLICATIONS

The CWMD Program Office requires that research performed by the student is aligned with the NFRA research project and that the security and sensitivity of the work is protected.

Reports, presentations, and publications (including any final dissertations) containing research supported through the NFRA must be submitted to the collaborating laboratory for technical and classification review prior to being sent to the CWMD Program Office for approval and before being made available to the public. The student should follow laboratory-specific review processes and allow at least two weeks (at least four weeks for dissertations) for CWMD Program Office approval.

For graduate students, normally, the laboratory advisor will serve on the student's graduate committee. If not, when the student distributes his/her final draft of the undefended thesis to the graduate committee, he/she must also provide a copy to the laboratory advisor, allowing at least two weeks for review and comment.

PUBLICATION ACKNOWLEDGMENT

The CWMD Program Office encourages the publication of reports and articles in scientific and engineering journals. The student must submit any articles, reports, or theses, which have been approved as described above, prior to submission for publication to the CWMD Program Office. All publications must show the joint affiliation of the student with the university and with the laboratory at which the research was conducted. Support from the NFRA should also be acknowledged in the following manner:

"*This material is based upon work supported by the U.S. Department of Homeland Security*

under Notice of Funding Opportunity Number, DHS-24-CWMD-130-NFRA-001."

In addition, the following disclaimer should be added to all publications and presentations:

"*The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the official policies, either expressed or implied, of the U.S. Department of Homeland Security.*"

DISCLAIMER OF LIABILITY

DHS, the collaborating laboratory facility, its sponsoring agency, and/or persons acting on the behalf of the facility are not responsible for:

1. Any alleged or actual liability, cost, or expense incurred as a result of personal injury to or death of persons including the student, or damage to or destruction of property, or for any other loss, damage, or injury of any kind.

2. Any claims, losses, expenses (except as otherwise provided in these Terms of Appointment or NFRA award terms and conditions) or damages, including but not limited to bodily injury, death, or property damage, caused by the negligence or misconduct of the student.

3. Any claims, losses, expenses, or damages, including, but not limited to, bodily injury, death, or property damage, arising out of, or resulting in any way from, the use or misuse of information acquired by the student during the appointment under these Terms of Appointment.

4. Neither DHS, nor the collaborating laboratory facility, its sponsoring agency, and/or persons acting on the behalf of the facility, make any warranty, expressed or implied, **(I)** with respect to the accuracy, completeness, or usefulness of any information acquired by the student under these Terms of Appointment, **(II)** that the use of any such information may not infringe upon privately owned rights, **(III)** that the information acquired by the student under these Terms of Appointment will not result in injury or damage when used for any purpose, or **(IV)** that information acquired by the student under these Terms of Appointment will accomplish any particular results or is safe for any purpose, including the intended purpose.

FELLOW DATA AGREEMENT

In consideration of performing research at the collaborative facilities, the student hereby agrees as follows:

1. The student shall provide the collaborative facility, and DHS if requested, in written form, any and all technical data produced or generated during the course of the appointment in whatever form it may be recorded. If not recorded or written, the student shall (upon request) provide the collaborative facility and/or DHS a written report of any technical data generated by the student during the course of the appointment. "Technical data" includes recorded information, regardless of form or characteristic, of a scientific or technical nature. It may be, for example,

documented, experimental, or developmental research; demonstration or engineering work usable or to be used to design a process or to procure or produce materials; or support to maintain or operate a facility. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design-type documents, or computer software (including computer programs, computer software databases, and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specification, standards, process sheets, manuals, technical reports, catalog item identification and related information. Technical data as used herein does not include financial reports, cost analyses, or other information incidental to contract administration.

2. Per 2 C.F.R. § 200.315(d), the U.S. Government including federal agencies, shall have the right to and authorize others to receive, obtain, reproduce, publish, or otherwise use the student's technical data, in whole or in part, produced under the NFRA award, in any manner and for any purpose whatsoever and reserve the right to permit others to do so as well.

3. The student understands and agrees to respect any and all access limitations to any classified information, military sensitive unclassified information, proprietary information (including but not limited to proprietary data, trade secrets, or other information which is restrictively marked or designated), or any other technical data, commercial, or financial information which is privileged or confidential during or as a result of such appointment as may be established by the collaborative facility or DHS. In the event that the student should receive or in any way obtain access to any such information in connection with this appointment, whether by authorization, inadvertently, or otherwise, the student further understands that unauthorized disclosure of or failure to safeguard such information may subject the student to civil and/or criminal liability under applicable laws of the United States.

4. In recognition of the statutory intent set forth in 35 U.S.C. § 212, the student acknowledges that this appointment is considered to be in the nature of a scholarship, fellowship, training grant, or other funding agreement made on behalf of a federal agency primarily to an awardee for educational purposes, and therefore, no provision shall be contained herein, nor shall any section be construed as permitting or authorizing the federal agency to assert any rights to inventions made by the awardee.

ACCEPTANCE OF TERMS OF APPOINTMENT

I have carefully read the above Terms of Appointment and I understand that this appointment is granted subject to said Terms. By accepting the appointment, I am bound by the Terms of Appointment, the Appointment Letter, and the terms and conditions of the NFRA award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. 18 U.S.C. § 1001; 31 U.S.C. §§ 3729-3733, 3801-3812.

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Name of student Signature of student