TERMS OF APPOINTMENT

NUCLEAR FORENSICS RESEARCH AWARD – GRADUATE FELLOWSHIP

The purpose of the Nuclear Forensics Research Award (NFRA) Graduate 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 the U.S. Department of Homeland Security for specific time increments, not to exceed a total of 60 months. All appointments are subject to the continuing availability of appropriated funds. In the event that appropriated funding is not available, the fellow 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 DHS or DOE sponsored meetings, as necessary and/or requested.

Spend 12 weeks per year performing hands-on research at a national or defense laboratory in support of the award goals. This time commitment does not have to be fulfilled consecutively.

Be eligible to receive and maintain a DOE Q clearance.

DUPLICATION OF BENEFITS

The fellow may not receive additional compensation for services rendered during the appointment period, unless approved by the Program Office. The fellow, however, may accept awards, prizes, and other payments that do not require a service. Veterans Administration benefits are excluded from this restriction.

ACCESS AUTHORIZATION (SECURITY CLEARANCE)

Upon acceptance of the appointment, the fellow may be required to complete applications for a security clearance. This clearance may be required for the fellow to perform research at the collaborative national or defense laboratory. If a clearance is not granted, the graduate fellow will be allowed to complete the current year's appointment and no reimbursement of the stipend, tuition, and fees will be required. No renewal appointments, however, will be granted to a fellow who is not able to obtain a security clearance when it was requested. The University will be required to replace the graduate fellow 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

*Initials*_____ *Date*_____

NFRA Graduate Fellowship appointments are part of the National Nuclear Forensics Expertise Development Program, authorized in the *Nuclear Forensics and Attribution Act* (P.L. 111-140) and codified 6 U.S.C. §592. The Fellow must agree to specific terms of appointment in accordance with this law. Specifically, the fellow must complete his/her academic programs with a consistently high level of academic standing; spend 12 weeks per year performing hands-on research at the collaborating national or defense laboratory (this time commitment does not have to be fulfilled consecutively); and upon graduation, serve for two years in a postdoctoral or other staff position at a Department of Energy national laboratory, a Department of Defense laboratory, a federal agency in a technical nuclear forensics-related specialty, or for a contractor supporting a federal agency. The Program Office will work closely with the fellow throughout the award to foster strong professional connections, which will be further strengthened through the University-National Laboratory collaboration process.

Should a fellow choose not to comply with these terms of appointment, the total amount of the tuition and stipend must be repaid to the U.S. Government including interest at the prevailing rate current for graduate student loans at the time the fellowship was awarded.

During the appointment, each fellow 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 Program Office, be basis for revocation of the fellowship and cessation of any further payments.

REPORTS AND PUBLICATIONS

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

Reports, presentations, and publications (including 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 Program Office for approval and before being made available to the public. The graduate student should follow laboratory-specific review processes and allow at least two weeks (at least four weeks for dissertations) for Program Office approval.

Normally, the laboratory advisor will serve on the fellow's graduate committee. If not, when the fellow 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 Program Office encourages the publication of reports and articles in scientific and engineering journals. The fellow must submit any articles, reports, or theses, which have been approved as described above, prior to submission for publication. All publications must show the joint affiliation of the fellow 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 Grant Award Number, DHS-22-DN-130-NFRA-001.'

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

*Initials*_____ *Date*_____

'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

The Department of Homeland Security, 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 fellow, or damage to or destruction of property, or for any other loss, damage, or injury of any kind whatsoever, except where such death, injury, loss, or damage is the result of willful negligence or intentional misconduct of an officer, agent, or employee of DHS, the collaborating facility, or the facility's sponsoring agency or contractor.

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

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 fellow during the appointment under these Terms of Appointment.

4. Neither the Department of Homeland Security, 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 fellow 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 fellow under these Terms of Appointment will not result in injury or damage when used for any purpose, or **(IV)** that information acquired by the fellow 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 Fellow hereby agrees as follows:

1. The Fellow shall provide the collaborative facility, 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 fellow shall (upon request) provide the collaborative facility a written report of any technical data generated by the fellow 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,

*Initials*_____ *Date*_____

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. The collaborative facility and/or the Government of the United States shall have the right to use, duplicate, or disclose the fellow's technical data, in whole or in part, in any manner and for any purpose whatsoever and reserve the right to permit others to do so as well.

3. The fellow 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. In the event that the fellow should receive or in any way obtain access to any such information in connection with this appointment, whether by authorization, inadvertently, or otherwise, the fellow further understands that unauthorized disclosure of or failure to safeguard such information may subject the fellow to civil and/or criminal liability under applicable laws of the United States.

4. In recognition of the statutory intent set forth in title 35 United States Code Section 212, the Fellow 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 general program guidance.

Certificate of Acknowledgment

State of _____ County of _____

On_____, 2022 before me,_____
Date Notary's Name

_____ _____
Signer (Fellow) – Printed Name Signer (Fellow) – Signature

has satisfactorily identified himself/herself as the signer to the above NFRA Graduate Fellowship Terms of Appointment.

Affix Notary Stamp Here

_____ _____ _____
Commission Expiration Date Notary's Name Notary's Signature