

ATTACHMENT 1

USDOE Cities-LEAP Award Subrecipient Agreement

This agreement ("Agreement") is between **City of Portland** ("City"), a municipal corporation organized under the laws of the State of Oregon, and New Building Institute, Inc. ("Grantee").

A. Background

1. City of Portland, through its Bureau of Planning and Sustainability, is the recipient of U.S. Department of Energy (USDOE) Cities Leading through Energy Analysis and Planning (Cites-LEAP) grant funds and wishes to enter into this Agreement with the Grantee as a subrecipient of the federal funds.
2. The following exhibits are attached and incorporated into this Agreement by reference.
 - Exhibit A: **Scope of Work**
 - Exhibit B: **Federal Requirements and Certifications (including Attachments A, B, and C)**
 - Exhibit C: **Information required by 2 CFR 200.331**
 - Exhibit D: **Subrecipient Insurance**
 - Exhibit E: **Request for Reimbursement (RFR).**
3. City selected Grantee to receive funding through Ordinance No. 187990. Grantee will serve on Portland's Cities-LEAP Project Steering Committee and provide technical guidance on research design, integration of data sets, and interpretation of analytical results.

B. Effective Date and Duration

The effective date of this Agreement is signed by both entities ("Effective Date"), and shall remain in effect until, and including, September 30, 2018 ("Expiration Date") unless terminated or extended as provided in this Agreement. Grantee may not spend grant funds after the agreement terminates or expires.

C. Scope of Work

Grantee shall provide all services and materials specified in **Exhibit A** ("Scope of Work") which is incorporated into this Agreement by this reference as if set forth in full. Grantee shall provide all services and materials in a competent and professional manner in accordance with the Scope of Work.

D. Compensation

The total Agreement amount is \$26,968.

E. Reimbursement

1. City will reimburse the Grantee its eligible costs incurred in carrying out the Project as identified in this Agreement not to exceed \$26,968. All invoice payments are conditional upon presentation of properly documented reimbursement requests. Reimbursements will be made upon approval by the City of an RFR as specified in **Exhibit E** ("Request for Reimbursement") ("RFR "). RFRs shall be submitted on or before 30 days following each subsequent calendar quarter. Final RFR shall be submitted no later than 30 days following the end of the grant. Reimbursements for expenses will be withheld if Performance Reports are not submitted by the dates as listed in **Exhibit A**.
2. Qualified costs are direct project costs, incurred by the Grantee and personal services contractor(s) during the term of this Agreement that are eligible for federal funds. City will reimburse Grantee for qualified costs for work described in **Exhibit A** and the following:
 - a. 2 CFR 200 - Uniform Guidance
 - b. USDOE Office of Energy Efficiency and Renewable Energy Cities-LEAP Funding Opportunity Announcement Number: DE-FOA-0001403

ATTACHMENT 1

3. Reimbursement requests shall display one hundred percent (100%) of the total project costs incurred during the period of the reimbursement, and identify any required matching amounts, if applicable. All costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. If City requests documentation, including without limitation copies of receipts for expenditures, timesheets, or system-generated accounting reports documenting the actual expense, City must receive the documentation before it will make a payment. In addition, City may require a more detailed budget breakdown, and the Grantee shall provide the supplementary budget information in a timely manner in the form and content prescribed by City. Any amendments to the budget must be approved in writing by both City and Federal Awarding Agency.
4. City will not reimburse Grantee's eligible costs under the following circumstances:
 - a. City fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow City, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - b. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or City is prohibited from paying for such work from the planned funding source.

F. Recovery of Grant Funds

Grantee shall return to City, within (fifteen) 15 days after the City's written request, any funds disbursed to Grantee under this Agreement that, in the City's sole judgment, are spent in violation of the provisions of this Agreement or that remain unspent upon termination or expiration of this Agreement.

G. Universal Identifier and Contract Status

Grantee shall apply for a unique universal identification number using the Data Universal Numbering System (DUNS) as required for receipt of funding. In addition, the Grantee shall maintain an active registration in the Central Contractor Registration database, now located at www.sam.gov.

H. Program Income

The Grantee shall report monthly on all program income (as defined by 2 CFR 200.80) generated by activities carried out with the grant funds made available under this Agreement. The use of program income by the Grantee shall comply with the requirements set forth by 2 CFR 200.307

I. Procurement

Grantee shall comply with all applicable procurement procedures and regulations, including applicable federal and state laws. In addition, Grantee shall comply with the applicable provisions of 2 CFR Part 200.

1. Subcontracts.
 - a. Grantee **shall not** enter into any subcontract for any of the Services required by this Agreement without City's prior written consent. Upon approval by City of a subcontract, the parties will amend the Agreement to include provisions related to the subcontract.
 - b. City's consent to any subcontract shall not relieve Grantee of any of its duties or obligations under this Agreement. Payment under the terms of this Agreement will be made to the Grantee and subcontractors have no right to payment directly from the City.
 - c. Grantee is solely responsible for paying Grantee's subcontractors and nothing contained herein shall create or be construed to create any contractual relationship between any subcontractor and City.
 - d. All subcontracts, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that encourages fair and open competition and use small, minority, or women-owned or disadvantaged business to the extent practicable.

ATTACHMENT 1

- e. Grantee agrees to include all relevant provisions of this Agreement in all subcontracts entered into as part of the activities undertaken in furtherance of this Agreement and will take appropriate action pursuant to any subcontract upon a finding that the subcontractor is in violation of regulations issued by any federal agency.
2. Suspension and Debarment. Grantee agrees not to subcontract with an entity where it has notice or knowledge that the latter has been found in violation of regulations under 2 CFR 200.213 "Suspension and Debarment". Grantee is responsible for further requiring this inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee may access the Excluded Parties List System at www.sam.gov.
3. Conflict of Interest. Grantee must establish a Conflict of Interest policy applicable to any procurement contract or subawards made under this Agreement in accordance with 2 CFR 200.112. Conflicts of Interest must be disclosed in writing to the City within five (5) calendar days of discovery including any information regarding measures to eliminate, neutralize, mitigate or otherwise resolve the conflict of interest.

J. Records Maintenance – Access

1. Grantee shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles ("GAAP"). In addition, Grantee shall maintain any other records pertinent to this Agreement in such a manner as to clearly document Grantee's performance.
2. Grantee acknowledges and agrees that City, the Federal Awarding Agency, the Comptroller General of the United States or their duly authorized representatives shall have access to such fiscal records and other books, documents, timesheets, papers, plans and writings of Grantee that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts.
3. Grantee shall retain and keep accessible all such fiscal records, books, documents, timesheets, papers, plans, and writings for a minimum of ten (10) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

K. Audits

Grantee shall provide any information, documents, site access, or other assistance requested by USDOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Grantee's records relating to the Cities-LEAP award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, USDOE may audit the Grantee's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by USDOE.

USDOE may conduct a final audit at the end of the project period (or the termination of the Cities-LEAP award, if applicable). Upon completion of the audit, the Grantee is required to refund to USDOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, USDOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

USDOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

L. Lobbying

Grantee certifies that none of the funds provided under this Agreement will be used to pay any person to influence, or attempt to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress in connection with any Federal action concerning the award or renewal.

ATTACHMENT 1

M. Mandatory Disclosures

Grantee must immediately notify the City in writing of all violations of local, state and federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the funds under this Agreement as provided in 2 CFR 200.113.

N. Termination

1. Termination by Failure to Receive Funding. City may terminate this Agreement if fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow the City, in the exercise of its reasonable administrative discretion, to continue to make payments for the performance of this Agreement; or, federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or nor longer eligible for funding under this Agreement.
2. Cause for Termination; Cure. It shall be a material breach and cause for termination of this Agreement if Grantee uses grant funds outside of the scope of this Agreement, or if Grantee fails to comply with any other term or condition or to perform any obligations under this Agreement within thirty (30) days after written notice from City. If the breach is of such nature that it cannot be completely remedied within the thirty (30) day cure period, Grantee shall commence cure within the thirty (30) days, notify City of Grantee's steps for cure and estimate time table for full correction and compliance, proceed with diligence and good faith to correct any failure or noncompliance, and obtain written consent from City for a reasonable extension of the cure period.
3. No Payment or Further Services Authorized During Cure Period. During the cure period, City is under no obligation to continue providing additional grant funds notwithstanding any payment schedule indicated in this Agreement. Grantee shall not perform services or take actions that would require City to pay additional grant funds to Grantee. Grantee shall not spend unused grant funds and such unused funds shall be deemed held in trust for City. Grantee shall be solely responsible for any expenses associated with cure of its noncompliance or failure to perform.
4. Termination for Cause. Termination for cause based on Grantee's misuse of grant funds shall be effective upon notice of termination. Termination for cause based on failure to comply or perform other obligations shall be effective at the end of the 30 day period unless a written extension of cure period is granted by City. Grantee shall return all grant funds that had not been expended as of the date of the termination notice. All finished or unfinished documents, data, studies, and reports prepared by Grantee under this Agreement shall, at the option of City, become the property of City; and Grantee may be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination, in a sum not to exceed the grant funds already expended.
5. Penalty for Termination for Cause. If this Agreement is terminated for cause, Grantee shall repay all grant funds tendered under this Agreement, and City, in its sole discretion, may decline to approve or award future grant funding requests to Grantee.
6. Termination by Agreement or for Convenience of City. City and Grantee may terminate this Agreement at any time by mutual written agreement. Alternatively, City may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Agreement is terminated as provided in this paragraph, Grantee shall return any unspent grant funds after the effective date of termination. Unless the Parties agree otherwise, Grantee shall finish any work and services covered by any grant funds already paid and shall not commence any new work or services which would require payment from any unused grant funds. City shall not be liable for indirect or consequential damages. Termination by City shall not waive any claim or remedies it may have against Grantee.

O. Hold Harmless

1. The Grantee shall hold harmless, defend, and indemnify City, and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from actions or omissions of Grantee and its contractors in the performance of this Agreement.

ATTACHMENT 1

2. The obligations of Oregon public bodies, as defined by ORS 30.260(4), under this section are limited subject to the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

P. Independent Contractor Status

1. Grantee shall be an independent Contractor for all purposes and shall be entitled only to the compensation provided in this Agreement. Under no circumstances shall Grantee be considered an employee of the City.
2. Grantee shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work.
3. 3. Grantee is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement.

Q. Choice of Law

The situs of this Agreement is Portland, Oregon. Any litigation over this Agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County, or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

R. No Waiver of Claims

The failure to enforce any provision of this Agreement shall not constitute a waiver by City of that or any other provision.

S. Modification

Notwithstanding and succeeding any and all prior agreements or practices, this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing, signed by both parties.

T. Severability

If any clause, sentence or any other portion of the terms and conditions of this Agreement becomes illegal, null or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law.

U. Third Party Beneficiaries

There are not third party beneficiaries to this Agreement and may only be enforced by the Parties.

ATTACHMENT 1

GRANTEE, BY EXECUTION OF THIS AGREEMENT, ACKNOWLEDGES THAT GRANTEE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

New Buildings Institute, Inc.

City of Portland

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Portland

By: _____

City Attorney: _____

Date: _____

New Buildings Institute, Inc. Program Contact

City of Portland Program Contact

Name: _____

Name: Vinh Mason

Title: _____

Title: Program Coordinator

Address 1: _____

Address 1: 1900 SW 4th Ave, Suite 7100

Address 2: _____

Address 2: Portland, OR 97201

Phone: _____

Phone: 503-823-3246

Email: _____

Email: vinh.mason@portlandoregon.gov

ATTACHMENT 1

Exhibit A Scope of Work

Project Description

Portland's Cities-LEAP project will integrate the Bureau of Planning and Sustainability's energy benchmarking data and the Bureau of Development Services' building permit data to identify commercial buildings and their systems that present the best, specific opportunities to improve energy performance. The central outcome of this project is an analysis of the richer data set that is created by combining commercial building energy performance information and building permit activity based on ENERGY STAR Portfolio Manager benchmarking metrics and the USDOE Building Energy Asset Scores (Asset Scores).

Goals and Performance Measures

Grantee will serve on a Steering Committee and provide technical guidance on research design, integration of data sets, and interpretation of analytical results throughout all five project tasks and the subtasks outlined below:

Task 1: Evaluate the validity of self-reported benchmarking data.

- Subtask 1.1: Identify and enlist commercial building candidates for verification by a Licensed Professional
- Subtask 1.2: Select and coordinate a Licensed Professional to verify ENERGY STAR information
- Subtask 1.3: Assess validity of data before and after Licensed Professional verification

Measurable Target: Summary report describing the validity of self-reported and Licensed Professional-verified benchmarking.

Completion Date: March 31, 2016

Task 2: Establish Building Energy Asset Scores based on Portland building permit data.

- Subtask 2.1: Create commercial building dataset based on ENERGY STAR eligibility
- Subtask 2.2: Complete asset score ranges for all buildings using the Preview Form .csv file upload
- Subtask 2.3: Review building permits and plans to complete an Asset Score using the Short Form or Long Form depending on use type

Measurable Target: Asset Score ranges for each building and specific Asset Scores for a selection of buildings.

Completion Date: December 31, 2016

Task 3: Establish consistent and accessible Portland building information in a replicable way.

Measurable Target: SEED account for the City of Portland to hold project data.

Completion Date: March 31, 2016

Task 4: Analyze the consolidated data set.

- Subtask 4.1: Analyze the consolidated data set to identify energy performance improvements.
- Subtask 4.2: Develop guidelines to capture key data points in the building permit process.

Measurable Target: Prioritized list of strategic opportunities to improve energy performance for specific buildings and certain building types, and building permit process guidelines.

Completion Date: September 30, 2016

Task 5: Engage with peer practitioners and disseminate results.

- Subtask 5.1: Produce summary report of project, findings, and any recommendations for application by other cities or policymakers.
- Subtask 5.2: Present project findings at a minimum of two workshops or conferences targeting peer practitioners from cities and/or energy efficiency providers.

Measurable Target: Workshop on project results.

ATTACHMENT 1

Completion Date: September 30, 2016

In addition to providing technical guidance on Tasks 1 to 5, the Grantee will be responsible for completing the scope of Task 3 in its entirety. Task 3 will establish a USDOE Standard Energy Efficiency Data (SEED) account for the City of Portland to store the Bureau of Planning and Sustainability's commercial building energy benchmarking data. The Asset Score data extracted in Task 2 will be collected in DOE's Building Energy Data Exchange Specification (BEDES) format to enable compatibility with SEED. Task 3 will include use of the Asset Score API to demonstrate the opportunity to use the tool at scale without manual data entry. To reduce the labor intensity required in Task 2 for future building permits, Task 3 task will explore the automated transfer of building permit data into Asset Scores using this API. Data will be held in the SEED database so that this API call can be built as part of the SEED open source code base, allowing all SEED-utilizing cities to do this same assessment. The model developed for this activity will provide a replicable approach for other cities to store building data in SEED and use the API capability developed through this task.

Performance Reports

Grantee agrees to submit quarterly Performance Reports to Project Manager by April 15, July 15 and October 15 for 2017.

Final Performance Report. Grantee agrees to submit a Certified Final Performance Report to Project Manager by September 30, 2018.

Grant Total Budget – All Tasks

Federal Awarding Agency GRANT funds to be dispersed to Grantee not to exceed \$26,938

Exhibit B – Federal Requirements and Certifications

The Grantee shall comply with the Federal Awarding Agency's **Master Agreement** DE-EE0007737 ("Master Agreement"), which is incorporated by reference and attached as **Attachment C**. In the event of any conflict between the requirements of the Master Agreement and this Agreement, the terms and conditions of the Master Agreement and all applicable federal requirements will control, including, but not limited to, the following:

Non-Discrimination and Civil Rights Compliance, Equal Employment Opportunity Program, and Services to Limited English Proficient (LEP) Persons.

Grantee and any of its contractors or subcontractors assures compliance with all applicable nondiscrimination laws, including but not limited to:

- a. **Title VI of the Civil Rights Act of 1964** (USC § 2000d et seq)
- b. **Age Discrimination Act of 1975** (42 USC § 6101 et seq)
- c. **Americans with Disabilities Act of 1990** (42 USC §§ 12101-12213; Title I, II, and III)
- d. **Civil Rights Act of 1968** (42 USC § 3601 et seq), which prohibits
- e. **Title IX, Education Amendments of 1972** (20 USC § 1681 et seq),
- f. **Section 504 of the Rehabilitation Act of 1973** (29 USC § 794),

Services to Limited English Proficient (LEP) Persons. Grantee and any of its contractors or subcontractors agrees to comply with the requirements Title VI of the Civil Rights Act of 1964 and Executive Order 13166, improving Access to Services for Persons with Limited English Proficiency (LEP). To ensure compliance with Title VI, Grantee shall take reasonable steps to develop and implement a system to provide those services so LEP persons can have meaningful access to them. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. For additional information regarding LEP obligations, please see www.lep.gov

Drug-Free Workplace Requirement. Grantee agrees to comply with the requirements of the Drug Free Workplace Act of 1988, 41 USC § 701 et seq., which requires that all organizations receiving grants (or subgrants) from any Federal agency agree to maintain a drug-free workplace. Grantee shall notify the City within ten (10) days if an employee of the Grantee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment.

Whistleblower Protection. Grantee agree to comply with the requirements under the Whistleblower Protection Act, 41 USC § 4712, as applicable.

Personally Identifiable Information (PII). Grantee, if it collects PII, is required to have a publically available privacy policy that described what PII they collect, how they use it, whether they share it with third parties and how individuals may have their PII corrected where appropriate.

False Claims Act & Program Fraud Civil Remedies. 31 USC 3729, prohibiting recipients of federal payments from submitting a false claim for payment. See 38 USC 3801-3812 detailing administrative remedies for false claims and statements made.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. Grantee certifies by accepting funds under this Agreement that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency

Standard Assurances and Certifications Regarding Lobbying. Grantee is required to comply with 2 CFR 200.450 and the authorities cited therein, including 31 USC § 1352

Exhibit B – Federal Requirements and Certifications

Procurement of Recovered Materials. Grantee and any of its contractors or subcontractors agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery act and in accordance with Environmental Protection Agency guidelines at 40 CFR Part 247.

Exhibit B – Federal Requirements and Certifications

Attachment A – Debarment Certification

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTION

This certification is required by the regulations implementing Executive Order 12549 and 12689,
2 CFR part 180.

By signing and submitting this Agreement, the Grantee certifies as follows:

The certification in this clause is a material representation of fact relied upon by **City of Portland**. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to remedies available to **City of Portland**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Grantee agrees to comply with the requirements throughout the period of this Agreement. The Grantee further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature _____

Name _____

Title _____

Organization _____

Date _____

Exhibit B – Federal Requirements and Certifications

Attachment B – Lobbying Certification

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned **Grantee** certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such expenditure or failure.

The Grantee, Earth Advantage Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Grantee understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, *apply* to this certification and disclosure, if any.

Signature of Grantee's Authorized Official

Name (Printed)

Title

Date

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

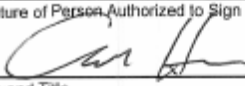
ASSISTANCE AGREEMENT				
1. Award No. DE-EE0007737		2. Modification No.		3. Effective Date 10/01/2016
		4. CFDA No. 81.117		
5. Awarded To PORTLAND, CITY OF Attn: GREG LOCATI 1120 SW 5TH AVE ROOM 1250 PORTLAND OR 97204		6. Sponsoring Office Energy Efficcy & Renewable Energy		7. Period of Performance 10/01/2016 through 09/30/2017
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority EPAct 2005, Section 1004, Section 931(a)		10. Purchase Request or Funding Document No. 16EE003560	
11. Remittance Address PORTLAND, CITY OF Attn: SHEILA CRAIG 1120 SW 5TH AVE ROOM 1250 PORTLAND OR 972041912		12. Total Amount Govt. Share: \$322,201.00 Cost Share : \$150,027.00 Total : \$472,228.00		13. Funds Obligated This action: \$322,201.00 Total : \$322,201.00
14. Principal Investigator See page 2 of Agreement		15. Program Manager Steven D. Palmeri Phone: 240-562-1741		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401
17. Submit Payment Requests To		18. Paying Office OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831		19. Submit Reports To See Attachment 2
20. Accounting and Appropriation Data See Schedule				
21. Research Title and/or Description of Project POLICY, PERMIT, PERFORM: ANALYZING THE PREDICTIVE POWER OF COMMERCIAL BUILDING PUBLIC DATA				
For the Recipient		For the United States of America		
22. Signature of Person Authorized to Sign 		25. Signature of Grants/Agreements Officer Signature on File		
23. Name and Title CHARLIE HALES, Mayor		24. Date Signed 10/04/2016		26. Name of Officer Robert D. Kingsley
				27. Date Signed 09/22/2016

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

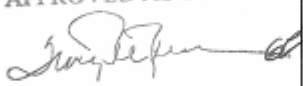
CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EE0007737		PAGE OF 2 3	
NAME OF OFFEROR OR CONTRACTOR PORTLAND, CITY OF					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 054971197</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>The Project Period for this award is 10/01/2016 through 09/30/2018, consisting of the following Budget Periods:</p> <p>Budget Period 1: 10/01/2016 to 09/30/2017 Budget Period 2: 10/01/2017 to 09/30/2018</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>The recipient has chosen not to charge indirect costs to this project.</p> <p>The Special Terms and Conditions for this award contain specific funding restrictions. Please review the applicable terms for procedures required to lift the restrictions.</p> <p>DOE Award Administrator: Rochelle Hass E-mail: rochelle.hass@ee.doe.gov Phone: 720-356-1559</p> <p>DOE Project Officer: Steve Palmeri E-mail: steve.palmeri@ee.doe.gov Phone: 240-562-1741</p> <p>Recipient Business Officer: Andreea Cordorean E-mail: andreea.codorean@portlandoregon.gov Phone: 503-823-6944</p> <p>Recipient Principal Investigator: Michael Armstrong E-mail: michael.armstrong@portlandoregon.gov Phone: 503-260-2570</p> <p>Continued ...</p>				

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-EE0007737		PAGE OF 3 3	
NAME OF OFFEROR OR CONTRACTOR PORTLAND, CITY OF					
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents."</p> <p>ASAP: YES Extent Competed: COMPETED Davis-Bacon Act: NO</p>				

APPROVED AS TO FORM



CITY ATTORNEY

9/30/16

JULY 2004

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Special Terms and Conditions

City of Portland, OR (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of Energy Efficiency and Renewable Energy (“EERE”), an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Statement of Project Objectives and Milestone Summary Table
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> (if the Award is for research and the Award is to a university or non-profit).
- National Policy Assurances, to be incorporated as Award Terms in effect on date of award at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by EERE.

Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient’s authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient’s acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient’s authorized representative constitutes the Recipient’s electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.326 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. Substantial Involvement

EERE has substantial involvement in work performed under this Award. EERE does not limit its involvement to the administrative requirements of this Award. Instead, EERE has substantial involvement in the direction and redirection of the technical aspects of the project as a whole. Substantial involvement includes the following:

- EERE shares responsibility with the Recipient for the management, control, direction, and performance of the Project.
- EERE may intervene in the conduct or performance of work under this Award for programmatic reasons. Intervention includes the interruption or modification of the conduct or performance of project activities.
- EERE may redirect or discontinue funding the Project based on the outcome of EERE's evaluation of the Project at the Go/No Go decision point.
- EERE participates in major project decision-making processes.

Term 7. Federal Involvement

A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award;
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award; and
- Other subject matter specified by the DOE Technology Manager/Project Officer.

B. Project Meetings

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

C. Site Visits

EERE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. The Recipient must provide, and must require subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

D. Go/No Go Decisions

Attachment 1 to this Award establishes Go/No Go decision points. For each Go/No Go decision point, EERE must determine whether the Recipient has fully and satisfactorily completed the work described in Attachment 1 to this Award. As a result of a Go/No Go review, in its discretion, EERE may take one of the following actions:

- Authorize Federal funding for the next budget period for the Project;
- Recommend redirection of work under the Project;
- Place a hold on the Federal funding for the Project, pending further supporting data; or
- Discontinue providing Federal funding for the Project beyond the current budget period as the result of insufficient progress, change in strategic direction, or lack of available funding.

E. Technical Milestones and Deliverables

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

F. EERE Access

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 8. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities. This authorization is specific to the project activities and locations as described in the SOPO approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved SOPO and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Term 9. Performance of Work in United States

A. Requirement

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

Term 10. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 11. Reporting Requirements

A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

B. Dissemination of scientific/technical reports

Scientific/technical reports submitted under this Award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

C. Restrictions

Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 12. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 13. Publications

EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* “This material is based upon work supported by the Department of Energy, Office of Energy Efficiency and Renewable Energy (EERE), under Award Number DE-_____.”
- *Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

Term 14. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 15. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 16. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 17. Real Property

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 18. Reserved

Term 19. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 20. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 21. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 22. Record Retention

Consistent with 2 CFR 200.333 through 200.337, the Recipient is required to retain records relating to this Award.

Term 23. Audits

A. Government-Initiated Audits

The Recipient is required to provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Compliance Audits

The Recipient is required to comply with the annual compliance audit requirements in 2 CFR 200.500 through 521 for institutions of higher education, nonprofit organizations and state and local governments, and 2 CFR 910.500 through 521 for for-profit entities. The annual compliance audits are independent from Government-initiated audits discussed in paragraph A of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements.

Term 24. Reserved

Term 25. Reserved

Subpart B. Financial Provisions

Term 26. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 27. Funding of Budget Periods

EERE has obligated funding as shown in Block 13 of the Assistance Agreement for completion of the Project. However, only the Federal share of costs associated with the current Period of Performance is

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

available for work performed by the Recipient. The Federal share of costs is shown on Attachment 3. The current Period of Performance is shown in Block 7 of the Assistance Agreement.

The remainder of funding is contingent upon: (1) availability of Federal funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) EERE's Go/No-Go decision; (7) the Recipient's submission of a continuation application; and (8) written approval of the continuation application by the Contracting Officer.

In the event that the Recipient does not submit a continuation application for subsequent Budget Periods, or EERE disapproves a continuation application for subsequent Budget Periods, the maximum EERE liability to the Recipient is the funds that are available for the current approved Budget Period(s). In such event, EERE reserves the right to deobligate any remaining Federal funds.

Term 28. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least ninety days before the end of each budget period, the Recipient must submit to the DOE Technology Manager/Project Officer and the DOE Award Administrator its continuation application, which includes the following information:

- i. A report on the Recipient's progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
- ii. A detailed budget and supporting justification if there are changes to the negotiated budget, or a budget for the upcoming budget period was not approved at the time of award.
- iii. A description of any planned changes from the negotiated Statement of Project Objectives and/or Milestone Summary Table.

B. Continuation Funding

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) EERE's Go/No-Go decision; (7) the Recipient's submission of a continuation application; and (8) written approval of the continuation application by the Contracting Officer.

- C. EERE waives prior written approval requirements to carry forward unobligated balances to subsequent periods of performance.

Term 29. Cost Sharing

A. Cost Sharing Obligations

The Recipient must provide the "Cost Share" amount stated in Block 12 of the Assistance

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Agreement to this Award. EERE and the Recipient's cost share for the total estimated project costs are listed below.

Table 1

EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Project Costs
\$322,201 / 68%	\$150,027 / 32%	\$472,228

The Recipient must provide its required "Cost Share" amount as a percentage of the total project costs in each invoice period for the duration of the project period. Specifically, the cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the cost sharing percentage specified in the Award.

B. Cost Share Obligation If Award Terminated or Discontinued

If the Award is terminated or is otherwise not funded to completion, the Recipient is not required to provide the entire "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award; however, the Recipient must provide its share (i.e., percentage as shown in Table 1 above) of the total project cost reimbursed as of the date of the termination or discontinuation.

C. Source of Cost Share

The Recipient may not use Federal funds to meet its cost sharing obligations, unless otherwise allowed by Federal law.

D. Inability to Comply with Cost Sharing Obligations

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DOE Award Administrator in writing immediately. The notification must include the following information: (1) whether the Recipient intends to continue or phase out the project, and (2) if the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient's share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, EERE may recover some or all of the financial assistance provided under this Award. The amount EERE would seek to recover under this Term would be predicated on EERE's analysis of the Recipient's compliance with their cost sharing obligation under the Award.

Term 30. Reserved

Term 31. Refund Obligation

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred.

Term 32. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 33. Indirect Costs

A. Fringe Benefit Costs

The budget for this Award includes fringe benefits, but does not include indirect charges. Therefore, indirect charges shall not be charged to nor shall reimbursement be requested for this project nor shall any indirect charges for this project be allocated to any other Federally sponsored project. In addition, indirect charges shall not be counted as cost share unless approved by the Contracting Officer. This restriction does not apply to subrecipients' indirect costs.

B. Subrecipient Indirect Costs

Recipient must ensure its subrecipient's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 2 CFR part 200 as amended by 2 CFR part 910.

Term 34. Reserved

Term 35. Reserved

Term 36. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 37. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 38. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any budget change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. EERE may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories.

Term 39. Reserved

Subpart C. Miscellaneous Provisions

Term 40. Reserved

Term 41. Reserved

Term 42. Insolvency, Bankruptcy or Receivership

- A. The Recipient shall immediately, but no later than five days, notify EERE of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

- B. Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Award.
- C. Upon the occurrence of any of the four events described in paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.
- D. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

Term 43. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
 - 1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
 - 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if
 1. The total Federal funding authorized to date under this Award is \$25,000 or more;
 2. In the preceding fiscal year, the Recipient received;
 - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
 1. As part of the Recipient's registration profile at <https://www.sam.gov>.
 2. By the end of the month following the month in which this award is made, and annually thereafter.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

C. Reporting of Total Compensation of Subrecipient Executives

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 1. In the subrecipient's preceding fiscal year, the subrecipient received:
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
 1. To the recipient.
 2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

D. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards and;
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
 - 1. A Governmental organization, which is a State, local government, or Indian tribe;
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization;
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 - 3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

- iv. Subrecipient means an entity that:
 - 1. Receives a subaward from the Recipient under this award; and
 - 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - 1. Salary and bonus.
 - 2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - 5. Above-market earnings on deferred compensation which is not tax-qualified.
 - 6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 44. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 1. A Governmental organization, which is a State, local government, or Indian Tribe;
 2. A foreign public entity;
 3. A domestic or foreign nonprofit organization;
 4. A domestic or foreign for-profit organization; and
 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 45. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 46. Reserved

Term 47. Reserved

Term 48. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased;
- Cost share commitment letter if the subrecipient is providing cost share to the Award;
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329;
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed¹;
- A completed Environmental Questionnaire, if applicable;
- An assurance that the subrecipient is not a debarred or suspended entity; and
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 49. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board,

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 50. Reserved

Term 51. Reserved

Term 52. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
 1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Attachment 1 Statement of Project Objectives

DE-EE0007737.0000
City of Portland, Oregon
Policy, Permit, Perform: Analyzing Drivers of Change in Greenhouse Gas
Emissions Inventories

A. PROJECT OBJECTIVES

In April 2016, commercial buildings in Portland 50,000 square feet and larger began reporting individual building energy performance metrics to the City of Portland using ENERGY STAR® Portfolio Manager®. The availability of building-level energy benchmarking data will enable the City to evaluate the success of present and future commercial building energy policies.

Fifteen cities, one county, and two states in the U.S. have adopted similar policies requiring energy benchmarking of more than 50,000 properties totaling over 6 billion square feet. These policies are generating a treasure trove of data about the drivers of building performance, but practitioners are only beginning to link benchmarking data to other data sets to produce actionable insight into improving building performance.

The primary project objective is to link energy benchmarking data and building permit data to identify commercial buildings and their systems that present the best, specific opportunities to improve energy performance. Two other cities, Washington, D.C. and New York City, were early adopters of building energy benchmarking and disclosure policies and reported 3% annual decreases in energy consumption across covered buildings. An overall objective of this project is to sustain that level of energy reduction over time by identifying the best opportunities to improve performance.

The central outcome of this project is an analysis of the richer data set that is created by combining the City of Portland's commercial building permit activity and building specific energy performance information, based on metrics from ENERGY STAR Portfolio Manager and the U.S. Department of Energy (DOE) Building Energy Asset Score (Asset Score). Understanding building remodel cycles and actual replacement cycles for key building systems, such as mechanical and lighting, may reveal powerful points of intervention and transactional opportunities to improve performance. Outcomes will help cities, utility incentive administrators and efficiency service providers focus on buildings with the greatest potential and will also inform which characteristics cities should prioritize in their permit tracking.

No city has bridged the gap between building permit information on building systems and energy performance information. Integrating these datasets from two City departments, the Bureau of Development Services and the Bureau of Planning and Sustainability (BPS), will expand Portland's use of analytics to inform climate policy decisions and strategic targeting of financial incentives for building owners and managers who are best positioned to improve the performance of their buildings.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

B. TECHNICAL SCOPE SUMMARY

Task 1: Evaluate the validity of self-reported benchmarking data.

Portland's energy reporting incorporates an optional Licensed Professional verification method, resulting in a dataset that includes both verified and unverified data that can be compared. As benchmarking spreads to other cities and states, it is likely that many jurisdictions will accept self-reported benchmarking reports. To understand whether this is a significant shortcoming, this project will assess the validity of self-reported benchmarking data and investigate patterns in which self-reported data appear to be problematic. Next, Licensed Professional verification will be offered to a discrete set of the commercial buildings that will be analyzed through the project. The validity of Licensed Professional-verified reports will be subjected to a similar review to provide a reference point for how much of the variation in score may be legitimately ascribed to differences in professional judgement, rather than through lack of understanding or misrepresentation, whether intentional or unintentional. Relevant subtasks and milestones include:

Task 2: Establish Building Energy Asset Scores based on Portland building permit data.

To prepare building permit data for analysis, existing records for approximately 250 ENERGY STAR Score-eligible buildings that reported to the City of Portland in 2016 will be reviewed using DOE's Asset Score Data Collection Preview Form. If more detailed building system information is available, a sample of the buildings will also utilize the Asset Score Short Form for single use types and Long Form for multi-use buildings. For buildings that complete a Short Form or Long Form, the tool will also generate a generic set of improvements and estimate better performance if they are adopted. Additional data may be acquired to refine or replace the building permit data. Relevant subtasks and milestones include:

Task 3: Establish consistent and accessible Portland building information in a replicable way.

The data extracted in Task 2 will be collected in DOE's Building Energy Data Exchange Specification (BEDES) format to enable compatibility with other data services such as the Standard Energy Efficiency Data platform (SEED) and Building Energy Asset Score. Task 3 will include use of the Asset Score API to demonstrate the opportunity to use the tool at scale without manual data entry. To reduce the labor intensity required in Task 2 for future building permits, Task 3 task will explore the automated transfer of building permit data into Asset Scores using this API. Data will be held in a SEED database so that this API call can be built as part of the SEED open source code base, allowing all SEED-utilizing cities to do this same assessment. The model developed for this activity will provide a replicable approach for other cities to store building data in SEED and use the API capability developed through this task.

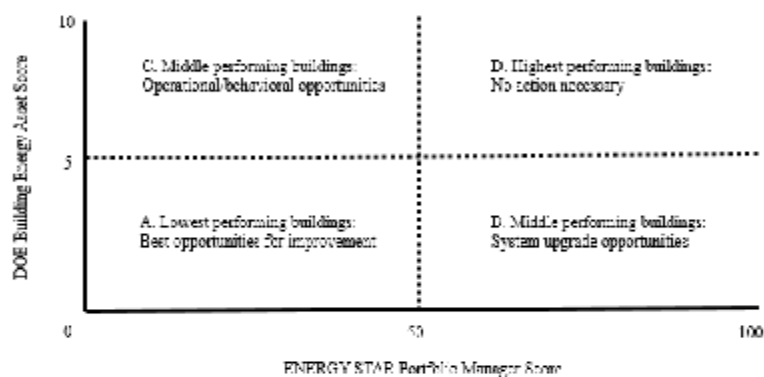
Task 4: Analyze the consolidated data set.

The resulting integrated set of clean data—energy performance, and permits—will be merged with additional City building information and analyzed. By integrating public data into DOE

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Building Energy Asset Scores and ENERGY STAR Scores, the project will create a replicable approach to analyze which characteristics correlate with high- and low-performing buildings. The analysis will utilize the following matrix to separate the commercial building dataset into our different energy action quadrants.



Additional analysis will be completed to identify the variables that have the greatest impact on energy performance. This task will also identify whether data points with strong predictive promise are not routinely collected, particularly through the building permit process. Guidelines will be developed for augmenting the building permit process to capture these data points in future building permit applications. These guidelines will be intended to be applicable to Portland's current and next generation building permit process, as well as replicable by other cities.

Task 5: Engage with peer practitioners and disseminate results.

To advance a shared understanding of the opportunities, the City of Portland will produce a summary report with sufficient information to enable other local governments to replicate this project in their communities. The City of Portland will also engage with leading practitioners through peer networks and professional forums. In the last eight years, several city-to-city forums for trusted peer exchange have emerged, including the Urban Sustainability Directors Network (USDN), the White House/DOE Climate Action Champions, C40, and the Carbon Neutral Cities Alliance. Portland participates actively in all of these networks. This project will convene interested parties for a workshop to review initial findings and provide recommendations about how to complete the project in ways that will best support replicability and application of lessons learned in other cities.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

C. TASKS TO BE PERFORMED

BUDGET PERIOD 1 (12 months)

Task 1: Evaluate the validity of self-reported benchmarking data.

- Subtask 1.1: Identify and enlist commercial building candidates for verification by a Licensed Professional
- Subtask 1.2: Select and coordinate a Licensed Professional to verify ENERGY STAR information
- Subtask 1.3: Assess validity of data before and after Licensed Professional verification
- **Milestone (Task 1):** Summary report describing the validity of self-reported and Licensed Professional-verified benchmarking.

Task 2: Establish Building Energy Asset Scores based on Portland building permit data.

- Subtask 2.1: Create commercial building dataset based on ENERGY STAR eligibility
- Subtask 2.2: Complete asset score ranges for all buildings using the Preview Form .csv file upload
- Subtask 2.3: Review building permits and plans to complete an asset score using the Short Form or Long Form depending on use type
- **Milestone (Task 2):** Asset Score ranges for each building and specific Asset Scores for a selection of buildings.

Task 3: Establish consistent and accessible Portland building information in a replicable way.

- **Milestone (Task 3):** SEED account for the City of Portland to hold project data.

Budget Period 1 Go/No-Go Decision Point: Verification that the consolidated data set from Tasks 1, 2, and 3 is complete and suitable for Task 4 analysis.

BUDGET PERIOD 2 (12 months)

Task 4: Analyze the consolidated data set.

- Subtask 4.1: Analyze the consolidated data set to identify energy performance improvements.
- Subtask 4.2: Develop guidelines to capture key data points in the building permit process.
- **Milestone (Task 4):** Prioritized list of strategic opportunities to improve energy performance for specific buildings and certain building types, and building permit process guidelines.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Task 5: Engage with peer practitioners and disseminate results.

- **Milestone (Task 5):** Workshop on project results.
- Subtask 5.1: Produce summary report of project, findings, and any recommendations for application by other cities or policymakers.
- Subtask 5.2: Present project findings at a minimum of two workshops or conferences targeting peer practitioners from cities and/or energy efficiency providers.

Final Deliverables:

The final deliverables will be a presentation and report on all 5 Tasks listed below:

Task 1: Evaluate the validity of self-reported benchmarking data.

Task 2: Establish Building Energy Asset Scores based on Portland building permit data.

Task 3: Establish consistent and accessible Portland building information in a replicable way.

Task 4: Analyze the consolidated data set.

Task 5: Engage with peer practitioners and disseminate results.

PROJECT MANAGEMENT and REPORTING

Reports and other deliverables will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

Milestone Summary Table							
Recipient Name:		City of Portland, Oregon					
Project Title:		Policy, Permit, Perform: Analyzing the Predictive Power of Commercial Building Public Data					
Task Number	Task or Subtask (if applicable) Title	Milestone Type (Milestone or Go/No-Go Decision Point)	Milestone Number* (Go/No-Go Decision Point Number)	Milestone Description (Go/No-Go Decision Criteria)	Milestone Verification Process (What, How, Who, Where)	Anticipated Date (Months from Start of the Project)	Anticipated Quarter (Quarters from Start of the Project)
1.0	Evaluate the validity of self-reported benchmarking data.						
1.1	Identify buildings	Milestone	1.1.1	List of commercial buildings	List of buildings provided to DOE project manager	1	1
1.2	Select verifier	Milestone	1.1.2	Hiring of contractor	Contract provided to DOE project manager	3	1
1.3	Assess validity	Milestone	1.1.3	Summary report describing the validity of self-reported and Licensed Professional-verified benchmarking	Summary report provided to DOE project manager	6	2
2.0	Establish Building Energy Asset Scores based on Portland building permit data.						
2.1	Create dataset	Milestone	2.1.1	List of commercial buildings and data	Spreadsheet of building data provided to DOE project manager	1	1
2.2	Complete asset score ranges using Preview Form	Milestone	2.1.2	Score ranges for each building	Spreadsheet of score ranges provided to DOE project manager	2	1

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

2.3	Complete asset scores	Milestone	2.1.3	Specific scores for a selection of buildings	Spreadsheet of scores provided to DOE project manager.	3	1
3.0	Establish SEED account for Portland	Milestone	3.1.1	SEED account	SEED account registration details provided to DOE project manager	6	2
Go/No-Go	Verify the validity and quality of data set	Go/No-Go Decision Point	3.2	Consolidated dataset ready for analysis	Confirmation provided to DOE project manager	7	3
4.0	Analyze the consolidated dataset						
4.1	Analyze the consolidated data set to identify energy performance improvements	Milestone	4.1.1	List of strategic opportunities to improve energy performance for specific buildings and certain building types.	Cover memo and spreadsheet identifying specific opportunities for buildings provided to DOE project manager	11	4
4.2	Develop guidelines to capture key data points in building permit process	Milestone	4.1.2	Guidelines for collecting key data points in building permit applications.	Permit application guidelines provided to DOE project manager	12	4
5.0	Engagement with peer practitioners and dissemination of results.						
5.1	Produce summary report	Milestone	5.1.1	Report summarizing project and findings	Report provided to DOE project manager	24	8
5.2	Present project findings at a minimum of 2 workshops or conferences	Milestone	5.2.1	PowerPoint summarizing project and findings	PowerPoint slides and meeting agendas provided to DOE project manager	24	8

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

ATTACHMENT 2

Federal Assistance Reporting Checklist and Instructions

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHE... Page 1 of 29


 Energy Efficiency & Renewable Energy			EERE 355: Federal Assistance Reporting Checklist (FARC)	
1. Award Number and Attachment Number:		2. Program/Project Title:		
DE-EE0007737.0000; Attachment 2		Policy, Permit, Perform: Analyzing the Predictive Power of Commercial Building Public Data		
3. Recipient:				
City of Portland Bureau of Planning and Sustainability				
4. Reporting Requirements (see Attached "EERE Reporting Instructions"):		Frequency	Reporting Submission Links (See attached "EERE Reporting Instructions" for report templates link and complete submission instructions.)	
I. PROJECT MANAGEMENT REPORTING <input type="checkbox"/> A. Research Performance Progress Report (RPPR) (RD&D Projects) <input checked="" type="checkbox"/> B. Progress Report (Non-RD&D Projects) <input checked="" type="checkbox"/> C. Financial Report (SF-425) <input checked="" type="checkbox"/> D. Special Status Report <input type="checkbox"/> E. Other (see Special Instructions)		Q	A. http://www.eere-pmc.energy.gov/SubmitReports.aspx	
		FQ	B. http://www.eere-pmc.energy.gov/SubmitReports.aspx	
		A	C. http://www.eere-pmc.energy.gov/SubmitReports.aspx	
			D. http://www.eere-pmc.energy.gov/SubmitReports.aspx	
			E. http://www.eere-pmc.energy.gov/SubmitReports.aspx	
II. SCIENTIFIC/TECHNICAL REPORTING <input type="checkbox"/> A. Journal Article-Accepted Manuscript <input type="checkbox"/> B. Scientific/Technical Conference Paper/Presentation/Proceeding <input type="checkbox"/> C. Scientific/Technical Software & Manual <input type="checkbox"/> D. Scientific/Technical Dataset <input type="checkbox"/> E. Other STI (Dissertation/Thesis, see Special Instructions)			A. http://www.osti.gov/link/2413	
			B. http://www.osti.gov/link/2413	
			C. http://www.osti.gov/estsc/241-4.jsp	
			D. http://www.osti.gov/link/241-6	
			E. http://www.osti.gov/link/2413	
III. CLOSEOUT REPORTING <input checked="" type="checkbox"/> A. Final Scientific/Technical Report <input type="checkbox"/> B. Invention Certification (DOE F 2050.11) <input type="checkbox"/> C. Final Property Report (SF-428 & SF428B) <input type="checkbox"/> D. Software Deliverable Submission <input type="checkbox"/> E. Other (see Special Instructions)		F	A. http://www.osti.gov/link-2413	
			B. https://www.eere-pmc.energy.gov/SubmitReports.aspx	
			C. https://www.eere-pmc.energy.gov/SubmitReports.aspx	
			D. https://www.osti.gov/estsc/241-4.jsp	
			E. https://www.eere-pmc.energy.gov/SubmitReports.aspx	
IV. OTHER REPORTING <input type="checkbox"/> A. Intellectual Property Reporting <input type="checkbox"/> B. Invention Utilization Report (EERE 356) <input type="checkbox"/> C. U.S. Manufacturing Report (EERE 358) <input type="checkbox"/> D. Project Management Plan (PMP) <input type="checkbox"/> E. Annual Incurred Cost Proposal <input type="checkbox"/> F. Annual Audit of For-Profit Recipients <input type="checkbox"/> G. Annual Property Inventory (SF-428A) <input type="checkbox"/> H. Reporting Addendum (EERE 359) <input type="checkbox"/> I. Other (see Special Instructions)			A. http://www.iEdison.gov/	
			B. https://www.eere-pmc.energy.gov/SubmitReports.aspx	
			C. https://www.eere-pmc.energy.gov/SubmitReports.aspx	
			D. https://www.eere-pmc.energy.gov/SubmitReports.aspx	
			E. See section IV, E for instructions and due dates	
			F. See section IV, F, for instructions and due dates	
			G. https://www.eere-pmc.energy.gov/SubmitReports.aspx	
			H. https://www.eere-pmc.energy.gov/SubmitReports.aspx	
			I. https://www.eere-pmc.energy.gov/SubmitReports.aspx	

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHE... Page 2 of 29

U.S. DEPARTMENT OF ENERGY		Energy Efficiency & Renewable Energy	EERE 355: Federal Assistance Reporting Checklist (FARC)
FREQUENCY CODES AND DUE DATES: A - Within (5) calendar days after the event or as specified. F - Final; within 90 calendar days after expiration or termination of the award. Y - Yearly; within 90 calendar days after the end of the annual reporting period. S - Semiannually; within 30 days after the end of the reporting period. Q - Quarterly; within 30 calendar days after end of the quarterly reporting period. Y180 - Yearly; within 180 calendar days after close of the recipient's fiscal year. O - Other: See instructions for further details.			
5. EERE Special Instructions: SPECIAL STATUS REPORTING Special data requested by program, if needed.			

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHE... Page 3 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

EERE Reporting Instructions

******* *Throughout award negotiations and the performance of the project, it is important that you mark confidential information and documents as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to EERE. See Appendix A for guidance on Protected PII.* *******

Report Templates Link: <http://energy.gov/eere/funding/eere-funding-application-and-management-forms>

I. PROJECT MANAGEMENT REPORTING

A. Research Performance Progress Report (RPPR) (RD&D Projects)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

Every quarter, the Prime Recipient is required to submit a Research Performance Progress Report for the project – i.e., the entirety of work performed by the Prime Recipient, Subrecipients, and contractors – to EERE. The Research Performance Progress Report must include the following information.

Title Page: The title page should identify, in chart form, the Federal Agency to which the report is submitted; the FOA name and number; the nature of the report (i.e., Research Performance Progress Report); the award number; the award type (e.g., grant, CRADA); the name, title, email address, and phone number for the Prime Recipient; the Prime Recipient type (National Lab, University, Private Company, Non-Profit, or Government); the project title; the Principal Investigator(s); the Prime Recipient's DUNS number; the date of the report; and the period covered by the report, including the quarter and year (e.g., Q1: Jan. 1 – Mar. 31, 2010).

Section I. Accomplishments & Milestone Update: A comparison of the actual accomplishments with the technical milestones and deliverables for the period. Explain why the technical milestones and deliverables were not met, if they were not. Describe the pre-commercialization status (e.g., cost, efficiency, durability) of technologies developed or being developed through EERE-sponsored efforts. Discuss what was accomplished during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes, or other achievements. Clearly denote the recipient's unique and distinguished contribution to the project. This section

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHE... Page 4 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

should contain sufficient information to allow the EERE director to verify the achievement of the technical milestones and deliverables.

- Section II. Issues, Risks, and Mitigation: Actual or anticipated problems or delays and actions taken or planned to resolve them.
- Section III. Changes in Approach: Any changes in approach or aims and reasons for change. Any changes to the technical milestones and deliverables must be approved in advance by the EERE Contracting Officer.
- Section IV. Key Personnel: Any changes in key personnel or teaming arrangements. Such changes must be approved in advance by the EERE Contracting Officer.
- Section V. Project Output:
- A. Publications: Any project-related articles, papers, or presentations that are authored or prepared by the Project Team and published or distributed (at a conference or otherwise). List author name; title; publication or conference; volume, issue, and pages (if applicable); and year of publication. *The Prime Recipient is required to send a copy of each publication to the program support designated by the EERE Program Director. Scientific/technical conference papers/proceedings must also be reported in accordance with Section II.B of "EERE Reporting Instructions."*
 - B. Technologies/Techniques: Any new technologies or techniques developed under the Award. Briefly describe the new technologies or techniques (specific capabilities and performance improvements enabled by EERE-sponsored efforts), the pre-commercialization history of the technologies and their potential application to current and future projects.
 - C. Status Reports: Progress reports and updates submitted to EERE during this quarter. List name of report and date of submission to EERE.
 - D. Media Reports: Any media articles (e.g., newspapers, magazines, online media). List author, title, publication or website, page number (if applicable), and date of publication. *The Prime Recipient is required to send a copy of any media report that discusses project results to the program support staff designated by the EERE Program Director.*
 - E. Invention Disclosures: Subject inventions disclosed to EERE and the U.S. Department of Energy (DOE) under this Award. List title, date submitted,

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHE... Page 5 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

and name of inventor.

- F. Patent Applications: Domestic and foreign patent applications arising out of subject inventions disclosed to EERE and the DOE under this Award. List patent number, name of inventors, assignee, patent application number, date of filing, and title of patent application.
- G. Licensed Technologies: Subject inventions licensed to third parties. List name of licensee, domestic or foreign patent or patent application number, title, and expiration date of agreement.
- H. Networks/Collaborations Fostered: Partnerships and other arrangements concluded with respect to the project or technology area. List name of network/collaboration (if any), name of entities involved, date of agreement (if any), brief description of network/collaboration, and technology area. Clearly denote the partner organizations' unique and distinguished contribution to the project.
- I. Websites Featuring Project Work or Results: Web site or other Internet sites that reflect the work or results of this project. List name of website, specific webpage(s) on which project work or results featured, and brief description of project work or results featured.
- J. Other Products: Additional project output, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment. Provide a brief description of additional project output, date of release, and entity to which output was provided.
- K. Awards, Prizes, and Recognition: Any awards, prizes, or other recognition for project work or results, subjection inventions, patents or patent applications, etc. List name of award/recognition/prize, name of sponsoring organization, date of receipt, and subject of award/prize/recognition.

Section VI. Follow-On Funding: The Prime Recipient is required to disclose any received or anticipated commitment or obligations of funding that is being received or may be received by the Prime Recipient, Subrecipient, Principal Investigator(s) (including Co-Principal Investigators), or Key Participants to support the EERE funded project or work that relates directly or indirectly to the EERE funded project. List source of funding, amount of funding, the beginning and end dates of funding, and point of contact (name, title, employer, telephone number, and e-mail address), regarding the current or

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHE... Page 6 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

anticipated funding. Include any pending application for funding to governmental or other entities.

Section VII. Recipient and Principal Investigator Disclosures: The Prime Recipient is required to disclose if any of the following conditions exist:

- A. The Prime Recipient, Subrecipient, or Principal Investigator(s) (including Co-Principal Investigators) is under investigation for or has been convicted of fraud or similar acts, violations of U.S. export control laws and regulations, or violations of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.);
- B. The Prime Recipient, Subrecipient, or Principal Investigator(s) (including Co-Principal Investigators) is debarred, suspended, proposed for debarment, or otherwise declared ineligible from receiving Federal contracts, subcontracts, and financial assistance and benefits; and
- C. The Prime Recipient, Subrecipient, or Principal Investigator(s) (including Co-Principal Investigators) is insolvent.

Section VIII. Conflicts of Interests Within Project Team: The Prime Recipient is required to disclose any actual or apparent personal, organizational, financial, and other conflicts of interest within the Project Team. Examples of potential conflicts of interest may include, but are not limited to: the Principal Investigator for the Prime recipient may have an equity stake in a Subrecipient; the Principal Investigator for a Subrecipient may have a consulting arrangement with the Prime Recipient; or a Subrecipient may be a subsidiary or otherwise affiliated with the Prime Recipient.

Section IX. Performance of Work in the United States: All work performed under EERE Awards must be performed in the United States. The Prime Recipient is required to disclose if any work under the Award is being performed outside the US. The Prime Recipient may perform certain work outside the U.S. if it received an authorization in advance by the EERE Contracting Officer (e.g., by approval of a Foreign Work Waiver Request).

Section X. Project Schedule Status: The Prime Recipient is required to report on the status of the technical milestones and deliverables identified in their award. List milestones and deliverables, anticipated start and completion dates, and actual start and completion dates. The Prime Recipient must estimate the percentage complete for each milestone/deliverable.

Section XI.A Budget Status - Prime Recipient: Show approved budget (EERE share vs. the

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHECKLIST Page 7 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

Prime Recipient's cost share), actual costs incurred during the quarter (EERE share vs. the Prime Recipient's cost share), cumulative cost to date (EERE share vs. the Prime Recipient's cost share), and remaining balance. In addition, show Technology Transfer & Outreach (TT&O) costs on a separate worksheet.

Section XI.B Budget Status – FFRDC/GOGO: Show approved budget (EERE share vs. FFRDC/GOGO cost share, if any), actual costs incurred during the quarter (EERE share vs. FFRDC/GOGO cost share, if any), cumulative cost to date (EERE share vs. FFRDC/GOGO cost share, if any), and remaining balance. In addition, show TT&O costs on a separate worksheet.

Section XII. Certification of Compliance: The Prime Recipient is required to certify that the information provided in the Research Performance Progress Report is accurate and complete as of the date shown.

B. Progress Report (Non-RD&D Projects)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30)

The Recipient must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award and report information:
 - a. The DOE Award Number (as it appears on the award face page)
 - b. Recipient Name (as it appears on the award face page)
 - c. Project Title
 - d. Project Director / Principal Investigator (PD/PI) Name, Title and Contact Information (e-mail address and phone number)
 - e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
 - f. Project Period (Start Date, End Date)
 - g. Report Submission Date
 - h. Reporting Period Start and End Date
2. A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed description of the variance shall be provided.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHE... Page 8 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

3. A discussion of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes, or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
4. **Cost Status.** A comparison of the approved budget by budget period and the actual costs incurred during the reporting period shall be provided. If cost sharing is required, the cost breakdown shall show the DOE share, recipient share, and total costs.
5. **Schedule Status.** List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variances. You may use your own project management system to provide this information.
6. Describe any changes during the reporting period in project approach and the reasons for these changes. Remember, significant changes to the project objectives and scope require prior approval by the Contracting Officer.
7. Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them.
8. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement during the reporting period.
9. List and describe any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
 - B. Web site or other Internet sites (list the URL) that reflect the results of this project.
 - C. Networks or collaborations fostered.
 - D. Technologies/Techniques (Identify and Describe).
 - E. Inventions/Patent Applications (Identify and Describe with date of application)

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING CHE... Page 9 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

F. Other products, such as data or databases, physical collections, audio or video, software or NetWare, models, educational aid or curricula, instruments or equipment (Identify and Describe).

C. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30) and within 90 calendar days after expiration or termination of the award

Every quarter, the Prime Recipient is required to submit a completed SF-425 for the project – i.e., the entirety of work performed by the Prime Recipient, Subrecipients, and contractors – to EERE. A fillable version of the SF-425 is available at

http://www.whitehouse.gov/omb/grants/grants_forms.aspx

D. Special Status Report

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

The Prime Recipient is required to report the following events to EERE:

1. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the EERE Award;
2. Refusal of a Subrecipient to accept flowdown requirements in the Special Terms and Conditions and/or any Attachment to the EERE Award;
3. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the Award;
4. Any improper claims or excess payments arising out of or relating to work under the Award;
5. Potential or actual violations of the cost share requirements under the Award;
6. Potential or actual noncompliance with EERE or DOE reporting requirements under the Award;
7. Potential or actual violations of the lobbying restrictions in the Award;
8. Potential or actual bankruptcy/insolvency of the Prime Recipient or Subrecipient;

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 10 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

9. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the Award;
10. Any fatality or injuries requiring hospitalization arising out of or relating to work under the Award;
11. Potential or actual violations of environmental, health, or safety laws and regulations;
12. Any event which is anticipated to cause a significant schedule slippage or cost increase;
13. Any damage to Government-owned equipment in excess of \$25,000;
14. Any incident arising out of or relating to work under the Award that has the potential for high visibility in the media.

E. Other (special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

II. SCIENTIFIC / TECHNICAL REPORTING

The dissemination of scientific and technical information (STI) ensures public access to the results of federally funded research. STI refers to information products in any medium or format used to convey results, findings, or technical innovations from research and development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable (i.e., to the public or, in the case of controlled unclassified information or classified information, disseminated among authorized individuals). Access to and archival of DOE-funded STI are managed by the DOE Office of Scientific and Technical Information (OSTI). For information about OSTI see <http://www.osti.gov>.

For more information on STI submittals, see <http://www.osti.gov/stip/submittal>.

By properly notifying DOE OSTI about the published results, the information will be made publicly accessible and discoverable through DOE web-based products.

NOTE: SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE MUST NOT CONTAIN PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII). PII is defined as any information about an individual which can be used to distinguish or trace an individual's

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 11 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, Protected PII is defined as an individual's first name or first initial and last name in combination with any one or more of the following types of information: social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc., which could be mis-used if made publicly available.

Other STI

Recipients are encouraged to announce other forms of STI especially if they are the primary means by which certain research results are disseminated or if they contain research results not already announced to DOE by the Recipient in technical reports, accepted journal articles, or other STI. This Reporting Requirement will be denoted with the Frequency "O – Other" on the Checklist.

Other types of STI produced which may be for used for public dissemination of project results include: dissertation/thesis, patent, book, or other similar products. These types of STI may also be announced using DOE AN 241.3 by following instructions on the E-Link website (<http://www.osti.gov/mlink-2413>).

A. Journal Article-Accepted Manuscript

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/mlink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

Access to scholarly publications is enabled by providing the Journal Article-Accepted Manuscript to DOE OSTI and is consistent with the U.S. Government's retained license to published results of federally funded research. If the Recipient has a journal article accepted for publication, then the Recipient must submit an AN 241.3, as described below, at the time the article meets the status of being "accepted" for publication.

Content. The Recipient is to provide the final peer-reviewed accepted manuscript, i.e., the version of a journal article that has been peer reviewed and accepted for publication in a journal. Do NOT submit the journal's published version of the article, i.e., do NOT submit a copyrighted reprint.

Electronic Submission Process. The Journal Article-Accepted Manuscript must be provided electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.3 (<http://www.osti.gov/mlink-2413>).

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 12 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

Within the AN 241.3, provide relevant journal information (article title, journal name, volume, issue, and any other pertinent publication information) as well as the URL (unless uploading the full document).

Within the 241.3, the Recipients should provide a persistent link to the repository location of the accepted manuscript. An example of a persistent link is a URL to the specific location of the Journal Article-Accepted Manuscript hosted on a public, openly accessible university research publications website. If a persistent link is not available or if the website has access restrictions (preventing public access), then the Recipient should upload the full-text of the Accepted Manuscript using the AN 241.3 and E-Link instructions.

Full-text of accepted manuscripts must be in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts.

B. Scientific / Technical Conference Papers / Presentation /Proceeding

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

The Prime Recipient must submit a copy of any scientific/technical conference papers/proceedings, with the following information: (1) name of conference; (2) location of conference; (3) date of conference; and (4) conference sponsor. Scientific/technical conference papers/proceedings must be submitted in the Adobe PDF format as one integrated PDF file containing all text, tables, diagrams, photographs, schematic, graphs, and charts. In addition, scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on DOE Energy Link System (E-Link) at <http://www.osti.gov/elink-2413>.

C. Scientific / Technical Software & Manual

Submit to:	DOE Energy Energy Link System (E-Link) available at http://www.osti.gov/estsc/241-4.jsp
Submission deadline:	Within five (5) calendar days after the event, or as specified

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Submission Process. The software submission must be accompanied by a completed DOE Announcement Notice (AN) 241.4 "Announcement of U.S. Department of Energy Computer

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 13 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4.jsp>. The AN 241.4 may be filled online and submitted electronically with a printed copy or note accompanying the shipped software package.

Software (including user guide or manual) must be submitted on computer disk (CD) shipped via regular mail to:

Energy Science and Technology Software Center
Box 1020
Oak Ridge, TN 37831

D. Scientific / Technical Datasets

Submit to:	DOE Energy Link System(E-Link) available at http://www.osti.gov/mlink/241-6
Submission deadline:	Within five (5) calendar days after the event, or as specified

Scientific/technical datasets (datastreams, data files, etc.) support the technical reports and published literature resulting from DOE-funded research. They are also recognized as valuable information entities in their own right that, now and in the future, need to be available for citation, discovery, retrieval, and reuse. The assignment and registration of a Digital Object Identifier (DOI) is a free service for DOE-funded researchers which is provided by OSTI to enhance access to this important resource. In order to obtain a DOI, provide to OSTI the specific data elements relevant to the dataset, as specified in DOE AN 241.6.

Content. If the recipient generates publicly available datasets resulting from work funded by DOE, they may announce these datasets to OSTI and have them registered with DataCite to obtain a DOI, which ensures long-term linkage between the DOI and the dataset's location. To register and publicly announce a dataset, the Recipient must provide an AN 241.6, including the required data elements needed for describing the dataset.

Electronic Submission Process. Notification of scientific datasets must be submitted electronically via the DOE Energy Link System (E-Link) and must be accompanied by a completed DOE Announcement Notice (AN) 241.6 (<https://www.osti.gov/mlink/241-6>). Within the AN 241.6, provide relevant information about the dataset as well as the URL where the dataset can be accessed.

E. Other (Dissertation / Thesis, see Special Instructions)

Submit to:	http://www.osti.gov/mlink-2413
Submission deadline:	Within five (5) calendar days after the event, or as specified

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 14 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

Other types of scientific and technical information produced which may be for used for public dissemination of project results include: dissertation/thesis, patent, book, or other similar products. These types of STI may also be announced using DOE AN 241.3 by following instructions on the E-Link website (<http://www.osti.gov/mlink-2413>)

NOTE: ALL SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE SHOULD NOT CONTAIN PROTECTED PII. Personally Identifiable Information (PII) is defined as any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, Protected PII is defined as an individual's first name or first initial and last name in combination with any one or more of the following types of information: social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc., which could be mis-used if made publicly available.

III. CLOSEOUT REPORTING

A. Final Scientific/Technical Report

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/mlink-2413
Submission deadline:	Within 90 calendar days after expiration or termination of the award

The Prime Recipient must submit a Final Scientific/Technical Report to DOE. The Report must be submitted in Adobe PDF Format as one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts. The Report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)," available via DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413> The Report must contain the following information:

1. Identify the EERE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.
2. Provide an executive summary, which includes a discussion of (1) how the research adds to the understanding of the area investigated; (2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or (3) how the project is otherwise of benefit to the public. The discussion should be a

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 15 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

minimum of one paragraph and written in terms understandable by an educated layman.

3. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
4. STI that is publicly accessible need not be duplicated in the report if a citation with a link to where the information may be found is included in the report. For example, articles found in PAGES (i.e., DOE's Public Access Gateway for Energy and Science, <http://www.osti.gov/pages/>) are accessible to the public.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the Award and technology transfer activities, such as:
 - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page;
 - b. Web site or other Internet sites that reflect the results of this project;
 - c. Networks or collaborations fostered;
 - d. Technologies/Techniques;
 - e. Inventions/Patent Applications, licensing agreements; and
 - f. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
7. For projects involving computer modeling, provide the following information with the final report:
 - a. Model description, key assumptions, version, source and intended use;
 - b. Performance criteria for the model related to the intended use;

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 16 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

- c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
- d. Theory behind the model, expressed in non-mathematical terms;
- e. Mathematics to be used, including formulas and calculation methods;
- f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
- g. Hardware requirements; and
- h. Documentation (e.g. user guides, model code).

B. Invention Certification

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the expiration or termination of the award

The Prime Recipient is required to submit either an Invention Certification form or DOE Form 2050.11, "Patent Certification." Both forms are available at <http://energy.gov/eere/funding/eere-funding-application-and-management-forms>.

For Large Businesses, the Final Invention and Patent Report must include a list of all subcontracts at any tier containing a patent rights clause (or state that there were none).

C. Final Property Report SF-428 & 428B

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the expiration or termination of the award

The Prime Recipient must submit a final inventory of Government-furnished property, and property acquired with project funds, whether the property is in the possession of the Prime Recipient or Subrecipients. The Prime Recipient must submit a completed SF-428B, available at http://www.whitehouse.gov/omb/grants_forms. The inventory must include a description of the property, tag number, acquisition date, and acquisition cost, if purchased with project funds. The location of property should be listed under the Comments section. Any property with a fair market value below \$5,000 may be omitted from the inventory.

The Prime Recipient may submit a disposition plan or request by submitting a completed SF-

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 17 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

428C, available at https://www.whitehouse.gov/omb/grants_forms, to <https://www.eere-pmc.energy.gov/SubmitReports.aspx>.

The EERE Contracting Officer has sole and exclusive authority to approve disposition plans and requests.

D. Software Deliverable Submission

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/estsc/241-4.jsp . Alternatively, submit by regular mail to Energy Science and Technology Software Center, Box 1020, Oak Ridge, TN 37831.
Submission deadline:	Within 90 calendar days after the expiration or termination of the award

The Prime Recipient must submit all software deliverables created under this Award, as well as any accompanying documentation or manuals. The following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software," available at <http://www.osti.gov/estsc/241-4.jsp>.

E. Other (see Special Instruction)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the expiration or termination of the award

IV. OTHER REPORTING

A. Intellectual Property Reporting

Submit to:	http://www.iEdison.gov/
Submission deadline:	Within five (5) calendar days after the event, or as specified

iEdison requires a login and password. If the Recipient's organization does not already have an iEdison administrator account, the Recipient may register for one at: <https://public.era.nih.gov/iedison/public/institution/registration/RegistrationRequestForm.jsp>

In accordance with the patent rights clause of the award, the recipient and subrecipient(s), if any, must complete the following intellectual property reports in iEdison when applicable:

(1) Disclosing a subject invention, including anticipated uses and sales (use iEdison's Invention Report);

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 18 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

- (2) Reporting publications, manuscript submissions, or other public disclosures concerning a subject invention (add documents to the Invention Report);
- (3) Electing (or declining) to retain title to a subject invention (modify the Invention Report and input "Title Election Date" or "Not Elect Title Reason");
- (4) Disclosing the filing or termination of patent applications on a subject invention (i.e., patent applications disclosing or claiming a subject invention). Patent disclosures must be made (using iEdison's Patent Report) for filing the following patent applications:
 - An initial domestic patent application (including provisional or non-provisional);
 - A domestic divisional or continuation patent application;
 - A domestic continuation-in-part application; and
 - A foreign patent application.
- (5) Discontinuing prosecution of a patent application, maintenance of a patent, or defense in a patent reexamination or opposition proceeding, regardless of jurisdiction (modify the Patent Report);
- (6) Requesting an extension of time to:
 - Elect (or decline) to retain title to a subject invention (modify the Invention Report); and
 - File an initial domestic or foreign patent application (modify the Invention Report).

Failure to submit Intellectual Property Reporting Forms in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions and related patent applications.

B. Invention Utilization Report (EERE 356)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the end of the annual reporting period (Reports are due one year after the disclosure date of each subject invention and must continue to be provided for 10 years after the date of disclosure)

The recipient and subrecipient(s), if any, must provide Invention Utilization Reports for any subject inventions made under the award. Reports are due one year after the disclosure date of each subject invention and must continue to be provided for 10 years after the date of disclosure. Failure to submit Invention Utilization Reports in a timely manner may result in forfeiture of the recipient's or subrecipient's rights in the subject inventions.

C. U.S. Manufacturing Report (EERE 358)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the end of the annual reporting period (Reports are due annually for 5 years after the end date of the funding agreement)

Organizations (e.g., recipients and subrecipients, at all tiers) that submit a U.S. Manufacturing Plan as part

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 19 of 29

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 20 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

of their application for funding from the Office of Energy Efficiency and Renewable Energy (EERE), U.S. Department of Energy and are asserting any intellectual property protection over any part of the results from their funding agreements are required to submit annual reports on compliance with the Plan for 5 years from the end date of the funding agreement.

For the purpose of this report, intellectual property protection includes marking data as Protected Data, as defined in 2 CFR 910.362 Appendix A, or asserting copyright protection on any works developed under the funding agreement, other than scientific and technical articles or in software that will be licensed as open source. If you are submitting Invention Utilization Reports, the U.S. Manufacturing Report is not required.

D. Project Management Plan (PMP)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within six (6) weeks of the effective date of the EERE Award

Iterations and Maintenance

The recipient is required to develop, update, and adhere to a project management plan. The purpose of the plan is to establish cost, schedule, and technical performance baselines, and to formalize the processes by which the project will be managed. These processes include considerations such as risk management, change management, and communications management. While it is primarily the project recipient's responsibility to maintain the plan, Federal staff may request changes. The plan is intended to be a living document, modified as necessary, and comprising the following iterations:

Application Draft

The recipient must submit a draft of the project management plan with the initial application for financial assistance.

Negotiation Draft

The selected recipient may be called upon by the selecting Office to revise its project management plan during the negotiation phase.

Active Plan

Following formal award of the financial assistance agreement, the recipient must submit an updated project management plan, to include any changes requested during negotiation and a timeline based upon the actual award date.

a. Revised Plan(s)

During the life of the project the recipient must submit a revised project management plan based on the following circumstances:

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 21 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

1. Developments that have a significant favorable impact on the project.
 2. Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require the program office to respond to questions relating to such events from the public. Specifically, the recipient must update the plan when any of the following incidents occur:
 - a) Any event which is anticipated to cause significant schedule or cost changes, such as changes to the funding and costing profile or changes to the project timeline.
 - b) Any change to Technology Readiness Level.
 - c) Any significant change to risk events (including both potential and realized events) or to risk management strategies
 - d) Failure to meet a milestone or milestones; any dependencies should be adjusted.
 - e) Any changes to partnerships.
 - f) Any significant change to facilities or other project resources.
 - g) Any other incident that has the potential for high visibility in the media.
- b. Content of revised PMP:
- Project Title: The DOE award number and project title
 Recipient Organization: Official name of the recipient organization
 Principal Investigator: The name and title of the project director/ principal investigator
 Date of Plan: The date the plan or plan revision was completed
 The revised PMP must describe changes to any of the following sections of the PMP as well as provide updated versions of any logs, tables, charts, or timelines.
1. Executive Summary: Provide a description of the project that includes the objective, project goals, and expected results. The description should include a high level description of the technology, potential use or benefit of the technology, location of work sites and a brief discussion of work performed at each site, along with a description of project phases (if the project includes phases).
 2. Technology Readiness Levels (TRLs): Identify the readiness level of the technology associated with the project as well as the planned progression during the course of project execution. A detailed explanation of the rationale for the estimated technology readiness level should be provided. Specific entry criteria for the next higher technology readiness level should be identified. The following definitions apply:

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 22 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

- a) TRL-1. Basic principles observed and reported: Scientific problem or phenomenon identified. Essential characteristics and behaviors of systems and architectures are identified using mathematical formulations or algorithms. The observation of basic scientific principles or phenomena has been validated through peer-reviewed research. Technology is ready to transition from scientific research to applied research.
- b) TRL-2. Technology concept and/or application formulated: Applied research activity. Theory and scientific principles are focused on specific application areas to define the concept. Characteristics of the application are described. Analytical tools are developed for simulation or analysis of the application.
- c) TRL-3. Analytical and experimental critical function and/or characteristic proof of concept: Proof of concept validation has been achieved at this level. Experimental research and development is initiated with analytical and laboratory studies. System/integrated process requirements for the overall system application are well known. Demonstration of technical feasibility using immature prototype implementations are exercised with representative interface inputs to include electrical, mechanical, or controlling elements to validate predictions.
- d) TRL-4. Component and/or process validation in laboratory environment- Alpha prototype (component) Standalone prototyping implementation and testing in laboratory environment demonstrates the concept. Integration and testing of component technology elements are sufficient to validate feasibility.
- e) TRL-5. Component and/or process validation in relevant environment- Beta prototype (component): Thorough prototype testing of the component/process in relevant environment to the end user is performed. Basic technology elements are integrated with reasonably realistic supporting elements based on available technologies. Prototyping implementations conform to the target environment and interfaces.
- f) TRL-6. System/process model or prototype demonstration in a relevant environment- Beta prototype (system): Prototyping implementations are partially integrated with existing systems. Engineering feasibility fully demonstrated in actual or high fidelity system applications in an environment relevant to the end user.
- g) TRL-7. System/process prototype demonstration in an operational environment- Integrated pilot (system): System prototyping demonstration

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 23 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

in operational environment. System is at or near full scale (pilot or engineering scale) of the operational system, with most functions available for demonstration and test. The system, component, or process is integrated with collateral and ancillary systems in a near production quality prototype.

- h) TRL-8. Actual system/process completed and qualified through test and demonstration- Pre-commercial demonstration: End of system development. Full-scale system is fully integrated into operational environment with fully operational hardware and software systems. All functionality is tested in simulated and operational scenarios with demonstrated achievement of end-user specifications. Technology is ready to move from development to commercialization.
3. Risk Management: Provide a summary description of the proposed approach to identify, analyze, and respond to potential risks associated with the proposed project. Project risk events are uncertain future events that, if realized, impact the success of the project. At a minimum, include the initial identification of significant technical, resource, and management issues that have the potential to impede project progress and strategies to minimize impacts from those issues. The risk management approach should be tailored to the TRL. If a project or task is expected to progress to a higher TRL, then the risk plan should address the retirement of any risks associated with the first TRL and identify new risks related to moving to the next TRL. Additionally, the risk management approach should include risk opportunities that if realized, could benefit the project.
4. Milestone Log: Provide milestones for each budget period (or phase) of the project. Each milestone should include a title and planned completion date. Milestones should be quantitative (e.g., a date, a decision to be made, a key event) and show progress toward budget period and/or project goals. Milestones should also be important and few. Higher TRL projects (Demonstration and Deployment) typically have the most detailed milestone logs compared to lower TRL level projects (Research and Development). If applicable, milestones chosen should clearly reflect progress through various TRL stages.

Note: The Milestone Status must present actual performance in comparison with the Milestone Log, and include:

- (a) The actual status and progress of the project,
- (b) Specific progress made toward achieving the project's milestones, and,
- (c) Any proposed changes in the project's schedule required to complete milestones.

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 24 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

5. **Funding and Costing Profile:** Provide a table (the Project Funding Profile) that shows, by budget period, the amount of government funding going to each project team member. Also a table (the Project Costing Profile) which projects, by month, the expenditure of both government and recipient funds for the first budget period, at a minimum. The Funding and Costing Profile should show the relationships with the Milestone Log (Item 4 above) and Project Timeline (Item 6 below); for example, Funding and Costing information could be shown as an overlay on milestone or timeline charts.
6. **Project Timeline:** Provide a timeline of the project (similar to a Gantt chart) broken down by each task and subtask, as described in the Statement of Project Objectives. The timeline should include a start date and end date for each task, as well as interim milestones. The timeline should also show interdependencies between tasks and include the milestones that are identified in the Milestone Log (Item 4 above). The timeline should also show the relationship to the Project Costing Profile (Item 5 above). If applicable, the timeline should include activities and milestones related to achieving succeeding TRLs.
7. **Success Criteria at Decision Points:** Provide well-defined success criteria for each decision point in the project, including go/no-go decision points and the conclusions of budget periods and the entire project. The success criteria should be objective and stated in terms of specific, measurable, and repeatable data. Usually, the success criteria pertain to desirable outcomes, results, and observations from the project. Key milestones can be associated with success criteria. If applicable, the success criteria should include exit criteria for progressing from one TRL to the next.
8. **Key Partnerships, Teaming Arrangements and Team Members:** Provide a list of key team members in the project as well as the role and contact information of each. A hierarchical project organization and structure chart should be provided along with a description of the role and responsibilities of each team member in terms of contribution to project scope. The section should also include key team members who fulfill single or multiple roles within a project as well as the contact information for each.
9. **Facilities and Resources:** Provide a list of project locations along with a discussion of capabilities and activities performed at each site in terms of contribution to project scope. The address of each work site should be provided.
10. **Communications Management:** Describe the communications needs and expectations for the project team members. The communications plan may

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 25 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

be simple or detailed, depending on the complexity of the project. At a minimum, the plan should include contact information, methods of communicating and anticipated frequency.

11. **Change Management:** Provide a description of the process for managing change on the project. Describe how change will be monitored, controlled and documented within the project. This includes, but is not limited to, changes to the Scope, Schedule, and Budget. If applicable, Change Management should include assessing how changes impact TRLs.

E. Annual Incurred Cost Proposals

Submit to:	<p>If EERE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to:</p> <ul style="list-style-type: none"> • CostPrice@ee.doe.gov (for awards administered by the Golden Field Office); or • PriceGroup@nefl.doe.gov (for awards administered by NETL) <p>Otherwise, submit the proposal to the Cognizant Federal Agency</p>
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year

The Prime Recipient and Subrecipient must submit an Annual Incurred Cost Proposal, reconciled to its financial statements unless the award is based on a predetermined or fixed indirect rate(s) or a fixed amount for indirect or facilities and administration (F&A) costs. The Prime Recipient must submit its Annual Incurred cost proposal directly to the Cognizant Federal Agency for negotiating and approving indirect costs.

F. Annual Audits of For-Profit Recipients

Submit to:	<p>DOE-Audit-Submission@hq.doe.gov &</p> <ul style="list-style-type: none"> • https://www.eere-pmc.energy.gov/SubmitReports.aspx (for awards administered by the Golden Field Office); and • PriceGroup@nefl.doe.gov (for awards administered by NETL)
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (Recipient's fiscal year-end)

As required by 2 CFR parts 910.500 through 910.521, a For-Profit entity which expends \$750,000 or more during their fiscal year in DOE awards must have a compliance audit conducted for that year.

The compliance audit report(s) must be submitted to DOE within the earlier of thirty days after receipt of the auditor's report(s) or nine months after the end of the audit period (Recipient's fiscal year-end). The compliance audit report must be submitted, along with audited financial statements (if applicable), to the appropriate DOE Contracting Officer, Cost-Price Analyst, and the DOE Office of the Chief Financial Officer (CFO).

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 26 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

G. Annual Property Inventories

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after the end of the annual reporting period

The Prime Recipient must submit an annual inventory of Government-furnished property and property acquired with project funding where the award specifies that the property vests in the Federal Government (i.e., Federally owned property), whether held by the Prime Recipient or Subrecipients. The Prime Recipient must complete SF-428A, available at <http://www.whitehouse.gov/omb/grants/forms>. The inventory must include a description of the property, tag number, acquisition date, and acquisition cost, if purchased with project funds. The location of property should be listed under the Comments section. Any property with a fair market value of \$5,000 or less may be omitted from the inventory.

H. Reporting Addendum (EERE 359)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 90 calendar days after expiration or termination of the award

I. Other (see Special Instructions)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within five (5) calendar days after the event, or as specified

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 27 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

APPENDIX A

NOTICE TO RECIPIENTS (PRIME RECIPIENTS AND SUBRECIPIENTS) REGARDING CONFIDENTIAL INFORMATION AND DATA AND PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

I. CONFIDENTIAL INFORMATION AND DATA

The Recipient is required to mark confidential information and data in accordance with this guidance. Failure to properly mark confidential information and data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data

The Recipient must properly mark any documents containing Protected Data. "Protected Data" is defined as information and data produced under the award that, if developed at private expense, would qualify as trade secret, privileged, or confidential information or data. Protected Data is protected from public disclosure for five (5) years from the time it is first produced.

- The cover page must be marked with the following wording and identify the specific pages containing Protected Data:

PROTECTED RIGHTS NOTICE

Pages [] of this document contain protected data that was produced under Agreement No. _____ with the U.S. Department of Energy. This data may not be published, disseminated, or disclosed to others outside the Government until 5 years after development of information under this Agreement, unless express written authorization is obtained from the recipient. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data.

- The header and footer of each page containing protected information must be marked with the following wording: "May contain protected information that is privileged or confidential and exempt from public disclosure."
- Ensure that all e-mails containing protected information are categorized as "confidential." (Learn how to mark a message confidential in Outlook: <http://office.microsoft.com/en-us/outlook-help/mark-a-message-as-private-personal-or-confidential-HP005242880.aspx>).

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 28 of 29



Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

B. Other Confidential Information and Data

The Recipient must properly mark any documents containing trade secrets or commercial/financial information that is privileged or confidential.

- The cover page must be marked with the following wording and identify the specific pages containing such information:
NOTICE OF RESTRICTION ON DISCLOSURE AND USE OF DATA
Pages [] of this document may contain trade secrets or commercial or financial information that is privileged or confidential and exempt from public disclosure. Such information shall be used or disclosed only for evaluation purposes or in accordance with a financial assistance or loan agreement between the submitter and the Government. The Government may use or disclose any information that is not appropriately marked or otherwise restricted, regardless of source.
- The header and footer of each page containing such information must be marked with the following wording: "May contain trade secrets or commercial or financial information that is privileged or confidential and exempt from public disclosure."
- Each line and paragraph containing such information must be marked with double brackets or other clear identification, such as highlighting.
- Ensure that all e-mails containing protected information are categorized as "confidential." (Learn how to mark a message confidential in Outlook: <http://office.microsoft.com/en-us/outlook-help/mark-a-message-as-private-personal-or-confidential-HP005242880.aspx>).

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The Recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to EERE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

EERE: Project Management Center - EERE 355 FARC / FEDERAL ASSISTANCE REPORTING C... Page 29 of 29

U.S. DEPARTMENT OF
ENERGY

Energy Efficiency &
Renewable Energy

EERE 355: Federal Assistance Reporting Checklist (FARC)

- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

ATTACHMENT 3 - Budget Information SF-424A

Applicant Name: City of Portland Award Number: DE-EE0007737.0000 Attachment 3 Budget Information

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Budget Period 1	81.117			\$261,013	\$74,271	\$335,284
2. Budget Period 2	81.117			\$81,188	\$75,756	\$136,944
3.						
4.						
5. Totals				\$322,201	\$150,027	\$472,228
Section B - Budget Categories						
6. Object Class Categories	Grant Program, Function or Activity				Total	
	Budget Period 1	Budget Period 2				
a. Personnel	\$77,989	\$79,685				\$157,674
b. Fringe Benefits	\$37,089	\$37,898				\$74,985
c. Travel	\$0	\$0				\$0
d. Equipment	\$0	\$0				\$0
e. Supplies	\$0	\$0				\$0
f. Contractual	\$220,206	\$19,363				\$239,569
g. Construction	\$0	\$0				\$0
h. Other	\$0	\$0				\$0
i. Total Direct Charges (sum of 6a-6h)	\$335,284	\$136,944				\$472,228
j. Indirect Charges	\$0	\$0				\$0
k. Totals (sum of 6i-6j)	\$335,284	\$136,944				\$472,228
7. Program Income	\$0	\$0				\$0

Previous Edition Usable

Authorized for Local Reproduction

SF-424A (Rev. 4-92)
Prescribed by OMB Circular A-102

Exhibit B – Federal Requirements and Certifications

Attachment C – Master Agreement

DE-EE0007737.0000
Attachment 4

Intellectual Property Provisions (mNRD-115) Nonresearch and Development Cities-LEAP Awards

(a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

(b) Except for software, the non-Federal entity and any subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. For software, the non-Federal entity and any subrecipient may assert copyright in software developed under a Federal award without EERE approval only if the non-Federal entity and the subrecipient license the software to the public under an open source software license, such as Apache License 2.0, GNU General or Public License, GNU Library or "Lesser" General Public License, MIT License, or Mozilla Public License 2.0. When copyright is asserted, the Government retains a paid-up nonexclusive, irrevocable worldwide license to reproduce, prepare derivative works, distribute copies to the public, and to perform publicly and display publicly the copyrighted work. This license extends to contractors and others doing work on behalf of the Government.

(c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

(d) The Federal government has the right to:

- (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(e) Freedom of Information Act (FOIA).

(1) In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the Federal awarding agency must request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the Federal awarding agency obtains the research data solely in response to a FOIA request, the Federal awarding agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the Federal agency and the non-Federal entity. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings means when:

(i) Research findings are published in a peer-reviewed scientific or technical journal; or

(ii) A Federal agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law. "Used by the Federal government in developing an agency action that has the force and effect of law" is defined as when an agency publicly and officially cites the research findings in support of an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This "recorded" material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(i) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(ii) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.

Exhibit C – Information Required by 2 CFR 200.331

1. Federal Award Identification:
 - (i) Sub-recipient name: __New Buildings Institute, Inc.____
 - (ii) Sub-recipient's DUNS number: __844816335____
 - (iii) Federal Award Identification Number (FAIN): __ DE-EE0007737____
 - (iv) Federal Award Date: __10/01/2016____
 - (v) Sub-award Period of Performance: __10/1/2016__ through __9/30/2018____
 - (vi) Amount of Federal Funds Obligated by this Agreement: __\$26,968____
 - (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: __\$26,968____
 - (viii) Total Amount of Federal Award: __\$322,201____
 - (ix) Federal award project description: __The primary project objective is to link energy benchmarking data and building permit to identify commercial buildings and their systems that present the best, specific opportunities to improve performance____
 - (x) (a) Name of Federal Awarding Agency: __Department of Energy (DOE)____
 (b) Name of Pass-through Entity: __The City of Portland____
 (c) Contact information for Awarding Official: __DOE Project Officer: Steve Palmeri, steve.palmeri@ee.doe.gov, 240-562-1741____
 - (xi) CFDA Number and Program Name: __81.117____
 - (xii) Is Award Research & Development (R&D)? __No____
 - (xiii) Indirect cost rate for the Federal award: __Not Applicable____
 - (xiv) Match required: __Not Applicable____
2. Subrecipient's indirect cost rate: __Not Applicable____

Exhibit D – Subrecipient Insurance

Grantee shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below. City reserves the right to require additional insurance coverage as required by statutory or legal changes to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance: Grantee, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, Grantee, its contractors and any employers working under this Agreement shall maintain coverage for all subject workers.
2. Commercial General Liability Insurance: Grantee shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$ 1,000,000, and aggregate limit of not less than \$2,000,000.
3. Automobile Liability Insurance: Grantee shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned autos. This coverage may be combined with the commercial general liability insurance policy.
4. Additional Insured: The liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation where applicable, shall be without prejudice to coverage otherwise existing, and shall name the City and its bureaus, officers, agents and employees as Additional Insureds, with respect to the Grantee's or its contractor's activities to be performed or services to be provided. Grantee shall provide proof of additional insured coverage in the form of an additional insured endorsement form or a policy coverage document acceptable to City. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.
5. Continuous Coverage; Notice of Cancellation: Grantee shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from Grantee to the City. If the insurance is canceled or terminated prior to termination of the Agreement, Grantee shall immediately notify the City and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.
6. Proof of Insurance: Grantee shall provide proof of insurance through acceptable certificate(s) of insurance, along with applicable additional insured endorsements, to City at execution of the Agreement and prior to any commencement of work or delivery of goods or services under the Agreement or initial payment of grant funds. The certificate(s) will specify all of the parties who are endorsed on the policy as Additional Insureds (or Loss Payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to City. Grantee shall pay for all deductibles and premium from its non-grant funds. City reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. In lieu of filing the certificate of insurance required herein, if Grantee is a public body, Grantee may furnish a declaration that Grantee is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.272 and 30.273.

Exhibit E – Request for Reimbursement

REQUEST FOR REIMBURSEMENT (RFR)				
Subrecipient				Grant Number:
Address:				Project Title
				Period Covering
Contact Person:				
Phone Number:				
E-mail:				
Budget Category	Budget (including Match)	Expenses Paid This Period (including Match)	Cumulative Expenses to Date (including Match)	Balance
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Less Match	\$ -	\$ -	\$ -	\$ -
Grant Funds Requested	\$ -	\$ -	\$ -	\$ -
CERTIFICATION				
<i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal 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. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).</i>				
Prepared by:				
Authorized Signer:				
Date:				
Bureau Review.				
Project Manager Name:				
Signature:			Date:	

Exhibit E – Request for Reimbursement

Pursuant to City of Portland Fiscal Year End, Grantee's Request for Reimbursement for services through June 30 of each year of the grant period shall be submitted to City of Portland no later than July 15.

Payment shall be made by City of Portland on a net (thirty) 30 day basis upon approval of Grantee's RFR.

Grantee's RFR shall be sent to:

City of Portland
Bureau of Planning and Sustainability
Vinh Mason
vinh.mason@portlandoregon.gov