

## SUBRECIPIENT AGREEMENT

This Subrecipient Agreement (this “Agreement”) is entered into effective January 1, 2024 (“Effective Date”) by Earth Advantage, Inc., an Oregon nonprofit corporation, with an address of 151 SW 1st Ave. #300, Portland, Oregon 97204 (“EA”), and The City of Portland, with an address of 1120 SW 5<sup>th</sup> Avenue, 10<sup>th</sup> floor, Portland, OR 97204. (“Subrecipient”) (each, a “Party” and collectively, the “Parties”).

EA has entered into that certain Assistance Agreement, Award No. DE-EE0010947 (the “Cooperative Agreement”), effective January 1, 2024, with the U.S. Department of Energy (“DOE”). The Cooperative Agreement relates to the codification of building performance standards policies throughout the State of Oregon in a project titled “Advancing Building Performance Standards in Oregon” (the “Project”). A copy of the Cooperative Agreement is attached to this Agreement as Exhibit A.

The Parties covenant and agree as follows:

**1. The Work.** In accordance with the terms of this Agreement, Subrecipient will make a good faith effort toward achieving the applicable outcomes outlined in Exhibit B (the “Work”), as well as submit to EA any applicable reporting metrics outlined in Exhibit E. Any changes to the outcomes outlined in Exhibit B will be reflected in the Project Management Plan (PMP). The Work will include furnishing all labor, tools, materials, and equipment necessary to complete the Work.

**2. Cooperative Agreement.** The Cooperative Agreement, together with all terms and conditions incorporated in the Cooperative Agreement, or entered into by EA in connection with the Cooperative Agreement (collectively, the “Cooperative Agreement Documents”), are incorporated in and specifically made part of this Agreement. For the avoidance of doubt, Subrecipient specifically acknowledges and consents to those certain provisions in the Cooperative Agreement Documents attached to this Agreement as Exhibit A and Exhibit C. EA makes no representation or warranty, express or implied, regarding the adequacy or accuracy of the Cooperative Agreement Documents. Subrecipient acknowledges that it has had the opportunity to review the Cooperative Agreement Documents. The terms and provisions of this Agreement are intended to supplement and complement the provisions of the Cooperative Agreement Documents and will be interpreted accordingly. The Work is to be performed in accordance with all of the terms, conditions, and covenants of the Cooperative Agreement Documents and in accordance with this Agreement. In the event of conflict between the provisions of this Agreement and the Cooperative Agreement Documents, the provisions imposing the greater burden on Subrecipient will prevail.

**3. Reimbursement.**

**3.1 Percentage; Maximum Reimbursement.** As full consideration for the Work, Subrecipient will be reimbursed in the manner set forth in Section 3.2, for the approved costs set forth in the Cooperative Agreement Documents. As of the Effective Date, the maximum amounts to be reimbursed to Subrecipient under this Agreement are budgeted as set forth on Exhibit D; *provided, however*, that such amounts may be adjusted from time to time as necessary following modifications to the Cooperative Agreement Documents, the Project, or as required by DOE.

**3.2 Reimbursement Procedure.** No later than 15 days after the end of each calendar quarter, Subrecipient will submit to EA a detailed quarterly expense report in a form reasonably acceptable to EA and in accordance with the reporting requirements set forth on Exhibit E describing in reasonable and understandable detail the costs of the Work incurred by Subrecipient during the previous quarter. EA will submit Subrecipient's report as part of EA's next application for reimbursement from DOE. EA will pay all approved reimbursement amounts applicable to Subrecipient's Work to Subrecipient within 15 days after EA receives payment from DOE.

**3.3 Reimbursement Contingent on Receipt.** In the event DOE rejects any application for reimbursement, then EA will have no obligation to Subrecipient for any costs of the Work incurred by Subrecipient. EA's actual receipt of reimbursement from DOE for Subrecipient's Work is a necessary condition precedent to all reimbursements by EA to Subrecipient.

**4. Accounting Records.** Subrecipient will maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Work described herein, including accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Work. The accounting records must be maintained for at least 6 years. EA and its agents will, during regular business hours and upon reasonable prior notice, have access to, and will be permitted to audit and copy, Subrecipient's records and accounts pertaining to the Work, as described in this Section.

**5. Schedule; Coordination.** Subrecipient will complete the Work in accordance with the schedule set forth on Exhibit B. Subrecipient will cooperate with EA in scheduling and performing the Work to avoid conflicts, delay in, or interference with the work on the rest of the Project by EA, other subrecipients, subcontractors, or DOE. EA will promptly notify Subrecipient of subsequent changes in the schedule and additional scheduling details. Subrecipient will complete the Work in a prompt fashion as directed by EA.

**6. Representations and Warranties.** Subrecipient represents, warrants and covenants that: (a) Subrecipient will perform the Work in a good and workmanlike manner and the Work will be in conformity with this Agreement and industry standards; (b) Subrecipient is lawfully licensed as required in the jurisdiction(s) where Subrecipient will be performing the Work; (c) Subrecipient will comply with all laws, ordinances, codes, rules and regulations applicable to Subrecipient or the Work. Failure to comply with any applicable laws, ordinances, codes, rules, and regulations shall be considered a material breach of this Agreement.; and (d) Subrecipient will pay all taxes, licenses, and fees of every nature which may be imposed or charged by and governmental authority upon the labor, materials or other items used to perform the Work. Upon request, Subrecipient will furnish evidence satisfactory to EA that any or all of the foregoing obligations have been fulfilled.

**7. Independent Contractor.** The Parties are independent contractors for purposes under this Agreement, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency relationship.

**8. Subcontractors.** Subrecipient will not retain or employ any subcontractor to perform Work without first obtaining EA's prior written consent, and subject to any

approval required by DOE. If EA approves Subrecipient hiring a subcontractor, Subrecipient will ensure that the subcontractor is bound to this Agreement to the same extent that Subrecipient is bound to EA. EA reserves the right to approve any subcontractors used by the Subrecipient. Any approval or objection by EA will not relieve Subrecipient of its responsibility to perform the Work in accordance with this Agreement. All subcontractor agreements will be in writing and Subrecipient will deliver all subcontractor agreements to EA promptly upon mutual execution. As used in this Agreement, the term “subcontractor” means any person retained or employed by Subrecipient to perform Work that is not an employee of Subrecipient.

**9. Term of Agreement; Termination.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated under this Section, will continue until the earlier of (a) three (3) years from the Effective Date, or (b) termination of the Cooperative Agreement. EA may terminate this Agreement upon written notice to Subrecipient if Subrecipient is (i) in material default of its obligations under this Agreement or (ii) is otherwise in default or neglect of its obligations under this Agreement and fails within 10 business days after receipt of notice from EA to cure the default or neglect. EA may, at its option and without prejudice to any other rights afforded by this Agreement or law, take any steps necessary to cure the condition giving rise to the default or violation of this Agreement, in which case Subrecipient will be liable to EA for the cost of cure.

**10. Indemnification.** To the fullest extent allowed by law, Subrecipient will defend, indemnify and hold EA, DOE, and their members, shareholders, managers, directors, officers, employees and agents harmless from all claims, injuries, damages, losses or suits, including attorneys’ fees, arising out of or resulting in any manner from Subrecipient’s, its agents’, employees’ and subcontractors’ performance under this Agreement, including for the avoidance of doubt any actions or omissions which result in EA being in default under the Cooperative Agreement Documents, or which result in DOE requiring repayment for reimbursements previously issued.

**11. Governing Law; Jurisdiction.** This Agreement will be governed by and interpreted in accordance with Oregon law without regard to conflicts of law principles. If for any reason any controversy, claim, or dispute arising out of or relating to this Agreement or the breach of any of its terms is to be resolved in a court of law the Parties irrevocably submit to the exclusive jurisdiction of any state or federal court sitting in the State of Oregon, and waive any objection to jurisdiction and venue in those courts, and waive any claim that forum is an inconvenient forum.

**12. Insurance.**

**12.1 Required Policy.** Subrecipient will maintain a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence, issued by an insurance company authorized to do business within the state of Oregon and each state where Subrecipient performs the Work. The insurance policy will name EA, its agents, officers, and employees as additional insureds. The insurance policy will be primary to any other valid and collectable insurance. Subrecipient will instruct the insurer to give EA 30 calendar days advance notice of any insurance cancellation, non-renewal or modification.

**12.2 Certificate of Insurance.** Subrecipient will submit to EA within 15 calendar days of request by EA a certificate of insurance which outlines the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that EA will be provided 30 days' advance written notice of cancellation. During the term of this Agreement, if requested by EA, Subrecipient will submit renewal certificates not less than 30 calendar days prior to expiration of the insurance policy required in Section 12.1.

**12.3 Subcontractors.** Subrecipient will ensure that any subcontractors performing Work maintain an insurance policy as required in Section 12.1.

**12.4 Failure to Maintain.** Subrecipient's failure to maintain the required insurance coverage at any time during the term of this Agreement will be considered a material default of this Agreement as set forth in Section 9.

**13. Title VI.** Subrecipient will comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

**14. Notices.** All notices and communications in connection with this Agreement will be given in writing and will be transmitted personally, by overnight courier, or by certified or registered mail, return receipt requested, to the appropriate Party at its address set forth at the outset of this Agreement. Any notice so transmitted will be deemed effective upon receipt if sent personally, by facsimile or overnight courier, or three days after the date it is placed in the United States mail, postage prepaid. Either Party may, by written notice, designate a different address for purposes of this Agreement.

**15. Attorney Fees.** In the event of any action, including any arbitration proceeding (and in any appeal therefrom), to enforce or interpret this Agreement, or for any remedy on account of any breach of this Agreement, the prevailing Party will be entitled to recover from the other Party its costs, disbursements and reasonable attorney fees.

**16. Entire Agreement.** This Agreement sets forth the entire understanding of the Parties with respect to the Project. This Agreement supersedes any and all prior negotiations, discussions, agreements and understandings between the Parties. This Agreement may not be modified or amended except by a written agreement executed by both Parties.

**17. Waiver.** Waiver of any breach or default of this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement.

**18. Assignment.** Subrecipient will not assign, transfer or otherwise dispose of

this Agreement in whole or in part to any individual or entity without EA's prior written consent, which may be withheld in EA's sole discretion and subject to any approval required by DOE.

**19. Severability.** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

**20. Survival.** The terms of this Agreement that, in order to give proper effect to their intent, should survive expiration or earlier termination of this Agreement, will survive the expiration or earlier termination of this Agreement.

**21. Interpretation.** Section and paragraph headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement. The words "include," "including" and their correlatives are deemed to be followed by the phrase, "without limitation." The word "person" includes individuals, corporations, partnerships, limited liability companies, co-operatives, associations and other natural and legal persons. The word "will" is a synonym for the word "shall." All exhibits attached to or referenced in this Agreement are a part of and are incorporated in this Agreement. The Parties jointly participated in the negotiation and drafting of this Agreement. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent. This Agreement will be construed as if drafted jointly by the Parties, and no rule of strict construction will be applied against any Party.

*[Signature page follows]*

The Parties have caused this Agreement to be executed as of the Effective Date.

**EA:**

**SUBRECIPIENT:**

**Earth Advantage, Inc.**


The City of Portland

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**COOPERATIVE AGREEMENT DE-EE0010947**

### ASSISTANCE AGREEMENT

1. Award No. DE-EE0010947		2. Modification No.	3. Effective Date 10/01/2023	4. CFDA No. 81.117	
5. Awarded To EARTH ADVANTAGE, INC. Attn: David Heslam 151 SW 1st Ave #300 Portland OR 97204		6. Sponsoring Office Energy Efficcy & Renewable Energy EE-1 U.S. Department of Energy 1000 Independence Avenue, S.W. Washington DC 20585		7. Period of Performance 10/01/2023 through 09/30/2024	
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority IIJA PL 117-58, 2021 PL 109-58 EPACT, 2005		10. Purchase Request or Funding Document No. See Schedule		
11. Remittance Address EARTH ADVANTAGE, INC. Attn: EARTH ADVANTAGE INC. 151 SW 1st Ave PORTLAND OR 97204		12. Total Amount Govt. Share: \$2,846,154.00  Cost Share : \$0.00  Total : \$2,846,154.00		13. Funds Obligated This action: \$2,846,154.00  Total : \$2,846,154.00	
14. Principal Investigator		15. Program Manager Christina Volpi Phone: 240-562-1430		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 VIPERS <a href="https://vipers.doe.gov">https://vipers.doe.gov</a> Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov		18. Paying Office VIPERS <a href="https://vipers.doe.gov">https://vipers.doe.gov</a> Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov		19. Submit Reports To	
20. Accounting and Appropriation Data 05461-2023-31-200835-41999-1005891-0000000-0000000-0000000					
21. Research Title and/or Description of Project Advancing Building Performance Standards in Oregon					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer 		
23. Name and Title		24. Date Signed	26. Name of Officer Elizabeth A. Parrish		27. Date Signed 09/19/2023



**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EE0010947

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NAME OF OFFEROR OR CONTRACTOR  
EARTH ADVANTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: G9L5M8DJT3G6</p> <p>This is a conditional award, comprised of this Assistance Agreement and the Special Terms and Conditions. Upon successful completion of negotiations, this award will be modified to lift its conditional status, to revise the Special Terms and Conditions, and to add additional attachments, such as 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; and Attachment 5 Community Benefits Plan.</p> <p>1. The award was prepared using the proposed budget information in the Recipient's application. Term 1 of the Special Terms and Conditions states that the Recipient is prohibited from spending Federal funds at this time. DOE will not release the funding obligated by this award until successful completion of negotiations are reached to the satisfaction of the Contracting Officer. Performance against this award is, therefore, at the</p> <p>2. Recipient's own risk, and payments for costs incurred for Recipient's project will not be made until the parties complete negotiations and the Contracting Officer issues a modification to this award.</p> <p>3. A representative of the DOE office will contact the Recipient to request additional and/or revised information needed to supplement and clarify the Recipient's application, to complete the negotiations of an amended award.</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>Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0010947	3	3

NAME OF OFFEROR OR CONTRACTOR  
EARTH ADVANTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DOE Award Administrator: Mandy Aden E-mail: mandy.aden@ee.doe.gov Phone: 240-562-1280</p> <p>DOE Project Officer: Christina Volpi E-mail: christina.volpi@ee.doe.gov Phone: 240-562-1430</p> <p>Recipient Business Officer: Anthony Roy E-mail: aroy@earthadvantage.org Phone: 503-968-7160 x158</p> <p>Recipient Principal Investigator: Alex Boetzel E-mail: aboetzel@earthadvantage.org Phone: 503-968-7160 x170</p> <p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: NO: STD IMMEDIATE Extent Competed: COMPETED Davis-Bacon Act: YES PI: BOETZEL, ALEX Fund: 05461 Appr Year: 2023 Allottee: 31 Report Entity: 200835 Object Class: 41999 Program: 1005891 Project: 0000000 WFO: 0000000 Local Use: 0000000</p>				

**EXHIBIT B**  
**STATEMENT OF PROJECT OBJECTIVES**

Statement of Project Objectives  
DE-EE0010947.0001  
Earth Advantage, Inc.  
Advancing Building Performance Standards in Oregon

## **A. Project Objectives**

This project will support the development of a statewide Building Performance Standard (BPS) policy and program and support the advancement of BPS and related programs and policies in six Oregon jurisdictions, including the Cities of Portland, Eugene, Bend, Milwaukie, Beaverton, and Tigard. The project will result in robust, actionable BPS state policy rules as well as support tools and guidance material for local jurisdictional action on a path to build on and exceed State standards.

## **B. Technical Scope Summary**

The overall work scope anticipates that at the end of Budget Period 1, statewide BPS development and administrative rulemaking will be complete. In the end, the State of Oregon will complete administrative rule processes. Other jurisdictions will have initiated BPS policy advancement through internal stakeholder engagement based on BP1 project analyses. At the end of Budget Period 2, the State of Oregon will engage in early program implementation, and other jurisdictions will consider BPS policy proposals for local consideration.

## **C. Tasks To Be Performed**

### **Budget Period 1 Support State BPS Rulemaking and Implementation**

#### **Task 1.0: Overall Project Management and Planning**

**Task Summary:** The recipient will perform project management activities to include project planning and control, subcontractor control, financial management, data management, management of supplies and/or equipment, risk management, and reporting as required to achieve the overall objectives of the project successfully. The recipient will develop and maintain the Project Management Plan (PMP). The content and organization of the PMP are identified in the Federal Assistance Reporting Checklist and Instructions. At a minimum, the PMP will be updated and submitted as part of the continuation application prior to the initiation of each budget period. The Recipient will manage and implement the project in accordance with the PMP.

#### **Milestone 1.1 Finalize PMP and submit to the Department of Energy (DOE)**

#### **Task 2.0: National Collaboration and Technical Assistance Engagement**

**Task Summary:** The project team will actively engage, coordinate with, and make presentations to the technical assistance network.

**Milestone 2.1:** Coordinate with other BPS awardees and DOE Technical Assistance (TA) Networks on identifying the elements of development, adoption, and compliance for BPS that need resources and support.

**Milestone 2.2:** Present the project in a minimum of one (1) BPS TA network or other national coalition virtual meeting(s) of one hour each over the course of the award for feedback and guidance. The agenda, format, and timing for each call will be coordinated with the Awardee. Awardees are invited to participate in all BPS TA network activities as they are established, but this is not a requirement.

### **Task 3.0: Policy Analysis**

**Task Summary:** Begin analysis of the policy priorities and opportunities. In order to form a complete picture of the options for BPS development, this stage will include a survey of existing BPS policies and identify and engage with community-based organizations (CBOs) in order to identify priorities, goals, and concerns.

#### **Subtask 3.1: Existing BPS Policy Survey**

**Subtask Summary:** Building on an existing survey already underway by NBI, survey existing BPS policies in jurisdictions outside of Oregon that have been adopted and are significantly developed to identify options for policy components, with particular attention to the State of Washington. Evaluate implications for meeting different policy goals and impacts on equity and resiliency. This survey will pay particular attention to ASHRAE Standard 100 and Washington State's use of that standard for its BPS since the OR BPS legislation directs the use of Standard 100.

**Milestone 3.1.1:** Submit draft survey to DOE for comment on survey fields. The survey will be a matrix with columns for policy details and rows for each policy.

**Milestone 3.1.2:** Submit the final survey to DOE with DOE feedback incorporated and with the survey matrix populated as much as possible (recognizing that some information will not be available for all policies) with a key insights summary memo.

**Subtask 3.2:** The legal review of state preemption involves assessing existing state laws that may limit local jurisdictions' authority to implement building performance standards and related policies.

**Milestone 3.2.1:** Complete a detailed legal review of state preemption, assessing the impact of state laws on local jurisdictions' authority to implement building performance standards. This will involve identifying and analyzing relevant legal texts, compiling findings into a standardized report format, and submitting the State-Local Preemption Analysis to the DOE.

**Subtask 3.3:** Perform a detailed assessment of the use of ASHRAE Standard 100 within Oregon's statewide Building Performance Standard (BPS). This task involves evaluating the standard's

role and potential impact, determining its suitability for setting energy benchmarks, understanding the challenges and benefits of its integration into regulatory frameworks, evaluating the inclusivity of the advisory panel, and developing an engagement strategy to ensure the BPS reflects diverse community insights.

**Milestone 3.3.1:** Comprehensive ASHRAE 100 Assessment and Strategy Development. Finalize a thorough assessment of ASHRAE Standard 100's implementation in Oregon's BPS, comparing it with its application in states like Washington. Deliver a comprehensive report that covers benchmark analysis, regulatory integration review, advisory panel inclusivity assessment, and a detailed engagement strategy to capture a wide range of community feedback for the BPS.

#### **Task 4.0:** Building Data

**Task Summary:** The project team will actively collaborate in developing the Request for Proposal (RFP) led by the Oregon Department of Energy (ODOE), ensuring that the focus remains on collecting and analyzing commercial and multifamily residential building stock data that captures historically overlooked communities adequately. The RFP aims to identify a consultant to assist in this task and engage potential partners, with a shared objective of utilizing data-driven analysis to establish effective and equitable BPS performance targets for commercial and multifamily buildings in Oregon.

For this project, "historically overlooked communities" are defined as those communities or demographic groups that, based on U.S. Census data and other related research, have been consistently underrepresented or inadequately captured in previous data collections and analyses. This includes:

1. **Racial and Ethnic Minorities:** Communities identified in the Census as racial or ethnic groups not the majority in a given area or region.
2. **Economically Disadvantaged Areas:** Regions where the median income falls below a specific threshold identified in the Census or where a significant percentage of the population lives below the poverty line.
3. **Limited English Proficiency (LEP) Populations:** Communities where a significant percentage of households, as identified in the Census, speak a language other than English at home and express difficulty speaking English "very well."

By utilizing these standardized Census-based parameters, this project seeks to capture a more inclusive dataset representing the breadth and diversity of Oregon's building stock, ensuring more equitable and informed policy decisions.

#### **Subtask 4.1:** Data Collection

**Subtask Summary:** The project team collaborates on a comprehensive data collection from multiple building energy datasets. The project team will closely collaborate with key partners to ensure data quality and integrity, with a specific commitment to equitable representation and inclusivity in data collection efforts. Emphasize the project team's focus on collecting performance data for buildings in Oregon and participating jurisdictions, particularly ensuring that the data adequately captures buildings in underserved communities.

**Milestone 4.1.1:** Data from collection sources compiled and cleaned for use.

**Subtask 4.2:** Data Analysis

**Subtask Summary:** The project team will assist the State in analyzing the collected performance data to inform the setting of BPS energy use targets. The findings will provide data-driven targets that are appropriate and meaningful for different building uses to guide and prompt improved building energy performance in Oregon, with an emphasis on addressing disparities and promoting equitable outcomes for all communities, including historically underserved areas.

**Milestone 4.2.1:** Compile analysis on collected Energy Use Intensity performance data to inform BPS target setting (or other activity). Submit completed analysis to DOE.

**Task 5.0:** Development Support for Portland's Carbon Performance Standards as part of the Climate and Health Standards for Existing Buildings Proposal

**Task Summary:** The task involves providing comprehensive support to the city of Portland for advancing the Carbon Performance Standards for commercial and multifamily residential buildings, aiding the city in achieving its climate justice goals and reducing carbon emissions. The project team will work with the City, Oregon Department of Energy and Coalition of Communities of Color to research and support the continued development of Carbon Performance Standards as part of the [Climate and Health Standards for Existing Buildings](#) ordinance proposal. The project team will be crucial in coordinating with the State on complementary building performance standards and continuing the technical development of a draft ordinance.

**Subtask 5.1:** Develop Greenhouse Gas Intensity Standards, Carbon Performance Targets, and other Technical Details

**Subtask Summary:** In alignment with the City's draft Climate and Health Standards for Existing Buildings and Multifamily Energy Reporting and Tenant Disclosure ordinance proposals, developed through rigorous community and stakeholder engagement since 2021, the project team will partner with the City and Oregon Department of Energy. This collaboration aims to research and support the continued evolution of Carbon Performance Standards that will harmoniously coexist with the State's commercial building energy performance standard. The proposal will be refined to delineate greenhouse gas intensity (GHGI) standards, define carbon performance targets (CPTs) for covered building types, and outline additional obligations for covered property owners. Recommendations will be summarized in a memo for the City.

**Milestone 5.1.1:** Draft evaluation of the current GHG emission profiles from Portland's buildings, emphasizing historically overlooked communities and identify predominant emission sources associated with building performance in the City.

**Milestone 5.1.2:** Draft GHGI metrics and CPTs catered to Portland's building types and standardize data collection, conversion factors, and city-specific reporting mechanisms.

**Milestone 5.1.3:** Two stakeholder workshops completed with not less than 20 attendees, including representation from City of Portland's building owners, local environmental entities, and community members.

**Subtask 5.2:** Inclusion of Community Priorities and Tenant Benefits

**Subtask Summary:** Building on the foundational Multifamily Energy Reporting and Tenant Disclosure ordinance drafted under the City's Climate and Health Standards for Existing Buildings proposal, the project team is set to collaborate with the Coalition of Communities of Color. This collaboration seeks to persistently weave in community priorities and tenant advantages as delineated in the City's proposed HEART Standards for rental apartments. Core focus areas include healthy housing, equitable energy, anti-displacement measures, resilience against extreme climate events, and temperature regulation. Concurrently, the team will liaise with legal professionals to ensure the proposal's alignment with community aspirations, state mandates, and industry best practices.

**Milestone 5.2.1:** Recommendations for the Multifamily Energy Reporting and Tenant Disclosure ordinance in relation to the HEART standards and areas of potential integration.

**Milestone 5.2.2:** Draft approach to enhancing indoor air quality and alleviating the energy cost burden, especially for low-income renters.

**Milestone 5.2.3:** Draft strategies to minimize rental hikes and displacement risks tied to building improvements.

**Milestone 5.2.4:** Draft guidelines for fortifying buildings against power outages during adverse climate occurrences and strategies to ensure equitable access to cooling.

**Milestone 5.2.5:** Final proposal for Climate and Health Standards for Existing Buildings including alignment with state regulations.

**Subtask 5.3:** Prepare Draft Ordinance Language for Carbon Performance Standards

**Subtask Summary:** Incorporating the greenhouse gas intensity standards, carbon performance targets for covered building types, other requirements for building owners, and community benefits from Subtasks 5.1 and 5.2, the City will work with the project team to draft ordinance language and the overall framework for a future Carbon Performance Standards program. The team will work with legal experts to ensure the proposal aligns with community priorities, state regulations, and best practices.

**Milestone 5.3.1:** Draft Ordinance Language for Carbon Performance Standards.

**Milestone 5.3.2:** Carbon Performance Standards Framework.

**Subtask 5.4:** Support City of Portland Cost Analysis and Market Study

**Subtask Summary:** In alignment with the City of Portland's initiative to evaluate Carbon Performance Standards, the project team will play a pivotal role in technically reviewing results from the City's draft cost analysis and market study. This engagement will deeply dive into the costs associated with carbon emission reductions and electrification across diverse commercial



and multifamily residential buildings. The objective extends beyond verifying these costs; it seeks a holistic understanding of city-wide implications. These entail potential compliance costs, the anticipated funding discrepancies when juxtaposed with existing financial incentives, and the ramifications of adopting a more aggressive 20% initial carbon reduction target. The project team will present invaluable insights rooted in energy pricing forecasts to fortify this process. These predictions are imperative as they shed light on potential economic shifts influencing Carbon Performance Standards. Another collaboration layer involves dissecting alternative compliance pathways, predominantly focusing on the feasibility and practicality of introducing a carbon fee. Given the team's advisory capacity and the City's dynamic timeline, priority is granted to an early-stage draft of the cost analysis. This strategic move facilitates immediate feedback, ensuring alignment with both the City's aspirations and regulatory prerequisites.

**Milestone 5.4.1:** Draft future-oriented look at energy pricing, drawing from current market dynamics and anticipated shifts, especially in the context of the evolving Carbon Performance Standards.

**Milestone 5.4.2:** Review of the City's drafted cost analysis, providing pivotal feedback and insights, particularly around the cost of carbon and its potential as an alternative compliance pathway.

#### **Subtask 5.5:** Analyze and Evaluate Commercial Building Energy Reports

**Subtask Summary:** The project team will support the analysis of the 2023 annual energy reports for the City's Commercial Building Energy Reporting Program's relaunch after a 3-year pause on annual benchmarking reporting requirements. They will work with the City to verify the accuracy and completeness of the data and identify trends in energy and carbon performance. The team will use this analysis to make policy and program recommendations for improving program effectiveness and data collection methods, expanding the program to include multifamily residential buildings, and establishing baseline years for future carbon performance standards.

**Milestone 5.5.1:** Program Evaluation and Expansion Analysis: Assessing Annual Energy Reports for Commercial Buildings and Informing Next Phases

#### **Task 6.0:** State Community and Stakeholder Engagement

**Task Summary:** ODOE will utilize the Request for Proposal (RFP) process to solicit the services of a Community-Based Organization (CBO). The selected CBO will play a crucial role in assisting ODOE with community engagement efforts, particularly in organizing and facilitating the series of community events. The collaboration with the CBO aims to ensure that the community's priorities, goals, and concerns are effectively identified and incorporated into ODOE's energy-related initiatives and policies.

**Milestone 6.1:** CBOs and stakeholders have been identified as key partners in the project, providing valuable input and expertise for the successful implementation of BPS for the State of Oregon. Stakeholder list submitted to DOE.

**Subtask 6.1:** Washington State Dept. of Commerce Presentation

**Subtask Summary:** Facilitate a presentation for our project team and/or ODOE staff to share insights and lessons learned during the rulemaking of the Clean Buildings Performance Standard, with a focus on promoting equitable and inclusive practices. Highlight the importance of centering environmental justice principles and ensuring the involvement of historically underserved communities in the rulemaking process. Emphasize the significance of data-driven analysis and stakeholder engagement in developing effective and fair regulations that address the unique needs and concerns of diverse communities across Oregon.

**Milestone 6.1.1:** Facilitate presentation from Washington State Department of Commerce on Equitable Rulemaking Insights: Sharing Lessons from Clean Buildings Performance Standard Development for Inclusive Practices

**Subtask 6.2:** Prelim Draft Admin Rules

**Subtask Summary:** During the preliminary drafting of administrative rule language, ensure the stakeholder advisory list is inclusive and representative of historically marginalized communities to gather valuable input and feedback during the state entity's rule-making process. Make the draft rules accessible to typically underrepresented communities and ensure these groups understand the rules and have an opportunity to provide their insights.

**Milestone 6.2.1:** Ensure underrepresented communities (as previously described) have an opportunity to provide input in Preliminary Administrative Rule Drafting

**Subtask 6.3:** State Stakeholder Engagement

**Subtask Summary:** ODOE will hold a minimum of four stakeholder meetings to engage with key partners, including community-based organizations (CBOs) and other stakeholders. The project team will support these meetings and facilitate collaborative discussions, gather input, and ensure that diverse perspectives are considered in the development and implementation of BPS for the State of Oregon.

**Milestone 6.3.1:** Support/facilitate no less than 4 stakeholder meetings in collaboration with ODOE for stakeholder engagement purposes.

**Task 7.0:** Development Support for Establishing Maximum Temperature Standards for Rental Housing as part of the Climate and Health Standards for Existing Buildings Proposal

**Task Summary:** Support the City of Portland in the development of Maximum Temperature Standards for rental housing in Portland. The project team will collaborate closely with community partners and other City bureaus to ensure coordination and successful execution. The task includes data analysis and alignment of the proposed Maximum Temperature Standards with the Carbon Performance Standards. The goal is to assure access to cooling for renters and contribute to the city's sustainability and equity objectives while maintaining an inclusive and well-informed approach to regulation.

**Subtask 7.1:** Collaboration and Coordination

**Subtask Summary:** Meet regularly with the state/municipal agencies and CBOs. Align the planned Maximum Temperature Standards with the proposed Carbon Performance Standards

for rental housing. Establish clear communication channels between the City of Portland, the project team, and community partners to ensure seamless coordination throughout development.

**Milestone 7.1.1:** Host one meeting to coordinate across relevant stakeholders on City of Portland Maximum Temperature Standards.

**Milestone 7.1.2:** Coordinate alignment of Maximum Temperature Standards with Carbon Performance Standards for Rental Housing in Portland. Submit draft/final deliverable to DOE.

**Subtask 7.2:** Support City of Portland Cost Analysis and Market Study

**Subtask Summary:** In partnership with the City of Portland, the project team will evaluate the financial implications and viability of the proposed Maximum Temperature Standards for multifamily rental housing, duplexes explicitly and larger.

This economic analysis will be part of the cost analysis and market study described in Subtask 5.4 for Carbon Performance Standards.

**Milestones 7.2.1:** Deliver an initial review of the draft of the Maximum Temperature Standard Cost Analysis and Market Study for the City of Portland,

**Milestones 7.2.2:** Present the review and recommendations for the Maximum Temperature Standard Cost Analysis and Market Study for the City of Portland.

**Task 8.0:** Support State Rulemaking

**Task Summary:** Support the development of the framework for developing state rules (such as task force, agency-led stakeholder process, commission hearing, etc.), internal stakeholder engagement, and engagement with Community-Based Organizations (CBOs) that can provide insight into the best way to integrate community input into rule development.

**Subtask 8.1:** Washington State Dept. of Commerce Work Session

**Subtask Summary:** Involving WA Commerce staff in a work session during the draft rulemaking phase will be conducted with a commitment to promoting equitable and inclusive practices. By actively engaging WA Commerce staff, the project team will work towards developing more effective and fair regulations that align with environmental justice principles and benefit all stakeholders involved.

**Milestone 8.1.1:** Engage WA Commerce Staff for Inclusive Draft Rulemaking Work Session

**Subtask 8.2:** Washington State Dept. of Commerce Draft Rule Review

**Subtask Summary:** The project team will facilitate the WA Commerce draft Rule Review with a focus on ensuring an inclusive and equitable process. This collaborative approach will help shape more effective rules that address diverse perspectives and promote fair and sustainable outcomes.

**Milestone 8.2.1:** Aid in the preparation and delivery of the Washington State Department of Commerce's written review of the draft regulatory rules.

**Subtask 8.3:** Draft Rules Revision

**Subtask Summary:** After the formal review, the project team will carefully analyze the draft rules with a commitment to environmental equity and inclusivity. Feedback from all stakeholders, especially from historically marginalized and disadvantaged communities, is taken into consideration to ensure their meaningful involvement. The project team will then actively work with ODOE to incorporate relevant and valuable suggestions provided by these diverse stakeholders, following an iterative process that helps refine the rules and address potential disparities, leading to more effective, equitable, and fair regulations.

**Milestone 8.3.1:** Equitable Draft Rule Analysis and Refinement: Incorporating Diverse Stakeholder Input for Effective and Fair Regulations

**Subtask 8.4:** Publish Draft Rules for Formal Public Review

**Subtask Summary:** The next step in the rule-making process involves publishing the draft rules for formal public review, with a dedicated effort by the project team to ensure that the public comment process is aligned with environmental justice principles. This approach allows the public, including historically marginalized communities, to thoroughly examine the proposed rules and provide their comments and feedback. Ensuring that all stakeholders have the opportunity to participate in shaping the final rules before implementation in a manner that upholds environmental justice principles leads to a more equitable and community-driven regulatory framework.

**Milestone 8.4.1:** Conduct at least three virtual meetings to facilitate an inclusive review of the draft rules, ensuring feedback from key demographics. Collaborate with the Coalition of Communities of Color to reach a minimum of three member organizations for targeted input. Aim to gather and analyze feedback from at least 50 individual responses, with at least 50% coming from historically overlooked communities, including racial and ethnic minorities, economically disadvantaged areas, and LEP populations. Submit a summarized report of the feedback to DOE, highlighting community-driven insights and recommendations for the draft rules.

**Task 9.0:** Support State Program Implementation

**Task Summary:** The implementation support emphasizes the pursuit of equitable outcomes, offering resources, guidance, and assistance for the successful execution of BPS. The project team will ensure that technical expertise, financial incentives, training programs, and regulatory guidance are accessible to all building owners, particularly those from historically underserved communities, to help them meet performance targets. Additionally, Tier 2 stakeholder outreach actively involves and collaborates with industry associations, advocacy organizations, large commercial building owners, and key players to ensure their perspectives and expertise contribute to policy development. By fostering buy-in and inclusivity, this engagement will enhance the BPS's effectiveness and promote fairness throughout the process.

**Milestone 9.1:** Equitable Implementation Support for Effective BPS Execution: Ensuring Accessibility, Collaboration, and Fairness

**Task 10.0:** Establish Jurisdictions Goals and Timelines

**Task Summary:** Collaborate with jurisdictions to comprehend their focal points concerning building performance policy and supportive programs. Analyze the level to which governmental priorities have been influenced by community engagement processes, and pinpoint areas that could be enhanced. In cases where jurisdictions already have established policies or programs, examine any shortcomings in their community engagement processes during the policy design phase and suggest opportunities for amendments and implementation support requirements.

**Subtask 10.1:** Cities Community Engagement Assessment and Outreach Initiative

**Subtask Summary:** To initiate the policy development process in each jurisdiction, prioritizing community engagement and understanding their needs and concerns is crucial. This ensures that the policy development process aligns with the priorities of the communities it will impact. The process begins by identifying suitable Community-Based Organizations (CBOs) to facilitate meaningful participation and representation of historically underserved communities in shaping the policies and programs.

**Milestone 10.1.1:** Community-Centered Policy Development: Engaging Historically Underserved Communities through Community-Based Organizations

**Budget Period 1 Go/No-Go Decision Point:** City Participation

At least three local jurisdictions have pledged active involvement in the development of BPS and the associated program guidance materials.

## **Budget Period 2 Guidance Material Development**

**Task 11.0:** Implementation of Carbon Performance Standards Program for Commercial and Multifamily Buildings

**Task Summary:**

Implement the Carbon Performance Standards Program by developing a comprehensive framework and conducting administrative rulemaking to reduce carbon emissions and promote sustainability in commercial and multifamily buildings of 20,000+ square feet. This task includes the preparation of a Carbon Performance Standards Ordinance, alignment with statewide building energy performance standards, and the launch of the program through outreach, monitoring, and training initiatives.

**Subtask 11.1:** Prepare Carbon Performance Standards Ordinance for City Council Consideration

**Subtask Summary:** Conduct comprehensive research and analysis for the participating jurisdictions to determine the appropriate benchmarks and reduction targets for carbon emissions. Collaborate with relevant stakeholders, including building owners, industry experts, and environmental organizations, to gather input and feedback on the proposed ordinance. Develop a draft ordinance for public comment outlining the incremental carbon reduction requirements and compliance procedures for commercial and multifamily buildings 20,000+ square feet.

**Milestone 11.1.1:** Support Carbon Emissions Research, Stakeholder Collaboration, and Public Comment Draft Ordinance for Large Buildings in Portland and Participating Jurisdictions

**Subtask 11.2:** Carbon Performance Standards Administrative Rulemaking

**Subtask Summary:** Work closely with the Oregon Department of Energy to align jurisdiction Carbon Performance Standards administrative rules with the statewide building energy performance standards for commercial buildings. Develop detailed administrative rules and guidelines to support the implementation of the Carbon Performance Standards Program. Ensure coherence and consistency between the administrative rules and the city's sustainability objectives, fostering effective and efficient implementation.

**Milestone 11.2.1:** Alignment and Implementation Support: Coordinating jurisdiction Carbon Performance Standards with Statewide Building Energy Performance Standards

**Subtask 11.3:** Launch Carbon Performance Standards Program

**Subtask Summary:** Prepare and disseminate educational materials to raise awareness among commercial and multifamily residential building owners and stakeholders about the program's objectives and reporting requirements. Establish a robust monitoring and reporting system to track building emissions and progress toward net-zero carbon targets. Organize workshops and training sessions to assist building owners in understanding compliance measures and implementing necessary changes to reduce carbon emissions.

**Milestone 11.3.1:** Outreach, Monitoring, and Training for Carbon Performance Program: Fostering Awareness, Compliance, and Sustainable Emission Reduction

**Task 12.0:** Guidance Material Advancing Performance Standards on the Local Level

**Task Summary:** In alignment with the statewide BPS and its rulemaking process, partnering jurisdictions in Oregon collaborate closely with community partners to create a comprehensive guidance package and framework similar to a playbook. This playbook serves as a detailed outline, establishing procedures for engaging the local community and defining performance, reporting, and health standards at the local level. Through this collaborative approach, the jurisdictions aim to ensure that the policy implementation is inclusive, responsive to community needs, and leads to improved energy efficiency and environmental outcomes.

**Subtask 12.1:** Draft Guidance Development

**Subtask Summary:** In close coordination with partnering jurisdictions in Oregon and community partners, the project team will lead the development of a comprehensive Draft Guidance package tailored to each city, resembling a playbook. The task involves crafting detailed procedures for meaningful involvement of the local community and establishing performance, reporting, and health standards that suit the unique context of each city. By fostering a collaborative approach, the Draft Guidance aims to ensure that the BPS implementation is inclusive, responsive to community needs, and promotes enhanced energy efficiency and environmental outcomes in Cities across Oregon.

**Milestone 12.1.1:** City-Centric Draft Guidance: Tailored Procedures for Inclusive Performance Standards Implementation and Enhanced Energy Efficiency in Oregon Jurisdictions

**Subtask 12.2:** Final Guidance Development

**Subtask Summary:** The team will spearhead the development of comprehensive and city-specific Final Guidance materials for the implementation of the BPS further-reaching programs in each jurisdiction. This task involves crafting detailed procedures that facilitate meaningful community involvement and establishing performance, reporting, and health standards tailored to the unique context of each city.

The primary goal of this endeavor is to ensure that the Final Guidance fosters a collaborative approach, promoting inclusivity and responsiveness to community needs while advancing energy efficiency and environmental outcomes within Cities across Oregon. The team will work closely with local stakeholders to refine and enhance the Draft Guidance, incorporating feedback and making necessary adjustments to create a practical and effective framework for successful program implementation.

**Milestone 12.2.1:** City-Centric Final Guidance: Tailored Procedures for Inclusive performance standards Implementation and Enhanced Energy Efficiency in Oregon Jurisdictions

**End-of-Project Goal:**

At the conclusion of this initiative, the State of Oregon, in synergy with its collaborative partner jurisdictions, including the Cities of Portland, Eugene, Bend, Milwaukie, Beaverton, and Tigard, will have achieved a remarkable milestone in the evolution of sustainable policy development. A prominent highlight of this achievement will be the successful realization of robust and actionable Building Performance Standards (BPS) policies and associated programs strengthened by the State's own pioneering BPS and complemented by exemplary policies crafted by the City of Portland.

The notable accomplishments of this comprehensive endeavor will prominently feature:

1. **Pioneering Statewide BPS Advancements:** The State of Oregon's efforts will come to fruition by establishing advanced BPS policies. These statewide policies will serve as a model of administrative rule processes, setting the benchmark for energy efficiency and carbon reduction goals. By spearheading these innovative policies, Oregon will be recognized as a leader in sustainable policy development.
2. **The City of Portland's Success Story:** The City of Portland's journey in developing comprehensive policies will stand as a testament to local leadership and innovation. Notably, the City's efforts in formulating the Climate and Health Standards for Existing Buildings and pioneering a maximum temperature standard for rental housing will be marked as examples of progressive policy-making that prioritize environmental responsibility and community well-being.
3. **Guidance Materials as a Bridge to Implementation:** A crowning achievement will be the creation of customized Guidance Materials designed collaboratively with partnering jurisdictions. These detailed playbooks will pave the way for effective and community-inclusive policy implementation. The Guidance Materials will ensure a cooperative approach to policy execution, leveraging lessons learned from the State BPS and the City of Portland's successful initiatives.
4. **Holistic Community Engagement:** The collaborative approach to community engagement, inspired by the City of Portland's achievements, will lead to meaningful

contributions from historically underserved communities. By echoing the successes of local policies, this comprehensive community engagement model will result in policies that are equitable, responsive, and representative of all residents' diverse needs and aspirations.

5. **Elevated Standard of Sustainability:** The accomplishments of this initiative, rooted in both the State BPS and the innovative policies of the City of Portland, will collectively raise the standard of sustainability for urban development practices. The guidelines will serve as exemplars of how regional and local governments can seamlessly integrate energy efficiency, carbon reduction, and community well-being into their policy frameworks.
6. **Inspiration for Future Policymaking:** The achievements of this project will resonate beyond its immediate scope, inspiring other states, cities, and regions to adopt similar BPS policies and programs. The State BPS and the City of Portland's pioneering initiatives will be blueprints for sustainable policy-making that embraces both innovative strategies and community engagement.

## **D. Project Management and Reporting**

Reports and other deliverables will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein. Project team to meet with DOE quarterly, at a minimum.

## **E. Briefings and Technical Presentations**

Detailed briefings will be prepared for presentation to the DOE in Washington, DC, or other locations specified by the DOE. Briefings will be given to explain the plans, progress, and results of the technical effort.

A technical paper and/or presentation may be requested to be presented at the annual Building Technologies Office Peer Review in Washington, DC, or other locations specified by the DOE.



Milestone Summary Table							
<b>Recipient Name:</b>		Earth Advantage					
<b>Project Title:</b>		Advancing Building Performance Standards in Oregon					
Task Number	Task or Subtask (if applicable) Title	Milestone Type (Milestone, Go/No-Go Decision Point, End of Project Goal)	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)
<b>1.0</b>	<b>Overall Project Management and Planning</b>						
1.0	Project Management and Planning	Milestone	1.1	Finalize PMP and submit to the Department of Energy (DOE)	Submit PMP to DOE	1	1
<b>2.0</b>	<b>National Collaboration and Technical Assistance Engagement</b>						
2.0	Collaboration and Technical Assistance	Milestone	2.1	Coordinate with other BPS awardees	Submit research matrix to DOE	2	1
2.0	Collaboration and Technical Assistance	Milestone	2.2	Present at BPS TA network	Submit presentation slide deck to DOE	TBD	8
<b>3.0</b>	<b>Policy Analysis</b>						
3.1	Existing BPS Policy Survey	Milestone	3.1.1	Survey details	Submit draft survey to DOE	3	1
3.1	Existing BPS Policy Survey	Milestone	3.1.2	Final Survey	Submit final survey to DOE	3	1
3.2	Legal Review	Milestone	3.2.1	Legal Review Report	Submit State-Local Preemption Analysis to the DOE	14	5
3.3	ASHRAE Standard 100 Assessment	Milestone	3.3.1	Assessment of ASHRAE Standard 100's implementation in Oregon's BPS	Deliver comprehensive assessment report	3	1
<b>4.0</b>	<b>Building Data</b>						
4.1	Data Collection	Milestone	4.1.1	Building Performance Data Collection	Submit collected data to DOE	3	1
4.2	Data Analysis	Milestone	4.2.1	Building Energy Data Analysis	Submit data analysis to DOE	6	2

<b>5.0</b>	<b>Development and Implementation Support for Portland's Multifamily Energy Reporting and Disclosure Program</b>						
5.1	Portland GHGI Standard	Milestone	5.1.1	Evaluation of the current GHG emission profiles	Submit report to DOE	4	2
5.1	Portland GHGI Standard	Milestone	5.1.2	Draft GHGI metrics and CPTs	Submit metric and CPTs to DOE	6	2
5.1	Portland GHGI Standard	Milestone	5.1.3	Stakeholder workshops completed	Submit workshop documentation to DOE	6	2
5.2	Community Priorities and Tenant Benefits	Milestone	5.2.1	Preliminary analysis of the Phase 1	Submit prelim analysis to DOE	2	1
5.2	Community Priorities and Tenant Benefits	Milestone	5.2.2	Draft approach to enhancing indoor air quality	Submit draft approach to DOE	4	2
5.2	Community Priorities and Tenant Benefits	Milestone	5.2.3	Draft strategies to minimize rental hikes	Submit draft strategy to DOE	6	2
5.2	Community Priorities and Tenant Benefits	Milestone	5.2.4	Draft guidelines fortifying buildings against power outages	Submit draft guidelines to DOE	9	3
5.2	Community Priorities and Tenant Benefits	Milestone	5.2.5	Final proposal for Climate and Health Standards	Submit final proposal to DOE	12	4
5.3	Draft Ordinance Carbon Performance Standards	Milestone	5.3.1	Draft ordinance incorporating 5.1 and 5.2	Submit draft ordinance to DOE	16	5
5.3	Draft Ordinance Carbon Performance Standards	Milestone	5.3.2	Carbon Performance Standards Framework	Submit framework to DOE	18	5
5.4	Cost Analysis and Market Study	Milestone	5.4.1	Draft future-oriented look at energy pricing	Submit pricing report to DOE	3	1
5.4	Cost Analysis and Market Study	Milestone	5.4.2	Review of the City's drafted cost analysis	Submit analysis to DOE	6	2
5.5	Analyze Building Energy Reports	Milestone	5.5.1	Program Evaluation and Expansion Analysis	Submit analysis to DOE	12	4
<b>6.0</b>	<b>State Community and Stakeholder Engagement</b>						
6.0	State Community Engagement Plan	Milestone	6.1	CBOs and stakeholders have been identified	Submit roster of CBOs to DOE	6	2
6.1	WA Commerce Presentation	Milestone	6.1.1	Rulemaking Insights Presentation	Submit Slide Deck to DOE	7	3
6.2	Prelim Draft Admin Rules	Milestone	6.2.1	Stakeholder Engagement Strategy	Submit Engagement Strategy	9	3

6.3	State Stakeholder Engagement	Milestone	6.3.1	Stakeholder Engagement Facilitation	Submit meeting roster and minutes	12	4
<b>7.0</b>	<b>Support the City of Portland in Establishing Maximum Temperature Standard for Rental Housing</b>						
7.1	Collaboration and Coordination	Milestone	7.1.1	Host one meeting to coordinate across relevant stakeholders	Submit meeting documentation to DOE	4	2
7.1	Collaboration and Coordination	Milestone	7.1.2	Coordination and Integration Strategy	Submit integration strategy to DOE	6	2
7.2	Cost Analysis and Market Study	Milestone	7.2.1	initial review Cost Analysis and Market Study	Submit review to DOE	5	2
7.2	Cost Analysis and Market Study	Milestone	7.2.2	Present Study to City of Portland	Submit presentation to DOE	6	2
<b>8.0</b>	<b>Support State Rulemaking</b>						
8.1	WA Commerce Work Session	Milestone	8.1.1	Draft Rulemaking Work Session	Submit work session report to DOE	9	3
8.2	WA Commerce Draft Rule Review	Milestone	8.2.1	Rule Review Facilitation	Submit review summary DOE	10	4
8.3	Draft Rules Revision	Milestone	8.3.1	Draft Rule Analysis and Refinement	Submit analysis to DOE	11	4
8.4	Publish Draft Rules	Milestone	8.4.1	Equitable Public Review	Submit community feedback report to DOE	12	4
<b>9.0</b>	<b>Support State Program Implementation</b>						
9.0	State Implementation	Milestone	9.1	Implementation Support	Submit support package to DOE	15	5
<b>10.0</b>	<b>Establish Jurisdictions Goals and Timelines</b>						
10.1	Community Engagement Assessment and Outreach	Milestone	10.1.1	Community-Centered Policy Development	Submit engagement strategy	14	5
-	-	Go/No-Go Decision Point	Go/No-Go # 1	Min. of three local jurisdictions involved in the development of program guidance materials	Submit commitment letters of participating jurisdictions	18	6
<b>11.0</b>	<b>Implementation of Carbon Performance Standards Program for Commercial and Multifamily Buildings</b>						
11.1	Carbon Performance Standards Ordinance	Milestone	11.1.1	Emissions Benchmark Research and Ordinance Development	Submit research results and draft ordinance to DOE	29	9
11.2	Carbon Performance Standards	Milestone	11.2.1	Coordinating City of Portland Carbon Performance Standards with	Submit coordination report to DOE	33	11

	Administrative Rulemaking			Statewide Building Energy Performance Standards			
11.3	Launch Carbon Performance Standards Program	Milestone	11.3.1	Outreach, Monitoring, and Training for Carbon Performance Program	Submit outreach and training strategy to DOE	35	12
<b>12.0</b>	<b>Implementation of Carbon Performance Standards Program for Commercial and Multifamily Buildings</b>						
12.1	Draft Guidance Development	Milestone	12.1.1	Tailored Procedures for Inclusive performance standards Implementation and Enhanced Energy Efficiency in Oregon Jurisdictions	Submit draft guidance to DOE	30	10
12.2	Final Guidance Development	Milestone	12.2.1	Tailored Procedures for Inclusive performance standards Implementation and Enhanced Energy Efficiency in Oregon Jurisdictions	Submit final guidance material to DOE	36	12
		End of Project Goal		At the conclusion of this initiative, the State of Oregon, in synergy with its collaborative partner jurisdictions, including the Cities of Portland, Eugene, Bend, Milwaukie, Beaverton, and Tigard, will have achieved a remarkable milestone in the evolution of sustainable policy development. A prominent highlight of this achievement will be the successful realization of robust and actionable Building Performance Standards (BPS) policies and associated programs strengthened by the State's own pioneering BPS and complemented by exemplary policies crafted by the City of Portland	Submit final report to DOE	36	12

**EXHIBIT C**  
**SPECIAL TERMS AND CONDITIONS**

## Special Terms and Conditions

Earth Advantage, Inc. (“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 the Attachments 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
Attachment 5	Community Benefits Outcomes and Objectives

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as supplemented by 2 CFR part 910 at <http://www.eCFR.gov>.
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).
- Public Law 117-169, also known as the Inflation Reduction Act (IRA).
- The Recipient’s application/proposal as approved by EERE.

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## 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, including the Intellectual Property Provisions, to all subrecipients (and contractors, as appropriate). See, 2 CFR 200.101(b)(2), 2 CFR 200.327, and 2 CFR 200.332.

### 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.

### 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.
- 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 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.
- 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. Foreign National Participation**

A "foreign national" is defined as person without U.S. citizenship or nationality (may include a stateless person).

If the recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award, in its discretion, at any point during the performance of the award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE's determination to deny participation or access is not appealable.

## **Term 9. Post-Award Due Diligence Reviews**

During the period of performance of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award. As part of the research, technology, and economic security risk review, DOE may contact the recipient project team members for additional information to inform the review.

## **Term 10. 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, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

### **Condition(s):**

This NEPA Determination applies to awards selected under the FOA, provided the scope of the selected awards remains consistent with the intent of the FOA, as issued. If selected applicants propose to use project funds for activities outside the scope of this NEPA Determination, additional NEPA review will be required.

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.

## **Term 11. 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 of if the work is performed by the Recipient, subrecipients, contractors 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. The 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 information as required in the FOA that the Award was selected under.

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 12. 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 13. 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 and Technical Information**

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](#) website.

### C. Restrictions

Scientific and Technical Information submitted to E-Link 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 14. 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 15. Publications

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 U.S. Department of Energy’s Office of Energy Efficiency and Renewable Energy (EERE) under the Building Technologies Office Award Number DE-EE0010947.”
- *Full Legal 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.”

*Abridged Legal Disclaimer:* “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

The Award may be subject to a Data Management Plan as part of the Intellectual Property clause set that explains how data generated in the course of the work performed under this Award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

**Term 16. 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 17. 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 18. 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 19. Real Property**

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.

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 20. 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.

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 21. 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 22. 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 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 23. Record Retention**

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

### **Term 24. Audits**

#### **A. Government-Initiated Audits**

The Recipient must 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 or review the Recipient's financial records or administrative records relating to this Award at any time. Audits or reviews may be performed to determine if the Recipient has an adequate financial management system to estimate, bill, and record federal government expenditures in accordance with the criteria in 2 CFR 200.302, Generally Accepted Accounting Principles (GAAP), Generally Accepted Government Accounting Standards (GAGAS), and Standard Form 1408. 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 Independent Audits (Single Audit or Compliance Audit)**

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part 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. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

**Term 25. Site Visits and Recipient Administrative Organizational Reviews**

EERE's authorized representatives have the right to make site visits and conduct Recipient Administrative Organizational Reviews to review the project and management control systems and to provide technical assistance, as appropriate. The Recipient must provide, and must require its subrecipients and contractors 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. EERE will make reasonable efforts to ensure these site visits do not interfere with or unduly delay project work.

**Term 26. Indemnity**

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any

character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

## **Subpart B. Financial Provisions**

### **Term 27. 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 28. 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 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 29. 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 90 calendar days before the end of each budget period, the recipient must submit its continuation application to the DOE as required in Attachment 2, Federal Assistance Reporting Checklist, with written notification to the DOE Program Manager/Project Officer and the DOE Award Administrator that it has been submitted. The continuation application includes the following information:

- i. A report on the recipient's progress towards meeting the milestones and objectives of the project set forth in the Statement of Project Objectives and the Community Benefits Outcomes and Objectives, 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.

**A. 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 compliance with the terms and conditions of the Award; (4) recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1, Statement of Project Objectives ; (5) progress compared to the Milestone Summary Table stated in Attachment 5, Community Benefits Outcomes and Objectives; (6) recipient's submittal of required reports; (7) the recipient's submission of a continuation application; (8) DOE's Go/No-Go decision; and (9) written approval of the continuation application by the Contracting Officer.

**B. Waiver of Prior Written Approval Requirements**

DOE waives prior written approval requirements to carry forward unobligated balances to subsequent budget periods, in accordance with 2 CFR 200.308(e)(3).

**Term 30. Refund Obligation**

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. At 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. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

**Term 31. Allowable Costs**

EERE determines the allowability of costs in accordance with 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 appropriate 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 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 32. Indirect Costs**

### **A. Indirect Cost Allocation:**

The Recipient does not have an approved or current Negotiated Indirect Cost Rate Agreement (NICRA) and has submitted an indirect rate proposal as approval for indirect costs to be invoiced to the DOE under segregated billing rates. The approved indirect cost billing rate is 55.50% and shall be allocated to the base of Direct Labor costs, excluding accompanying Fringe Costs. An updated rate proposal is required if the Recipient requests to bill the DOE higher billing rates than those listed herein.

### **B. Fringe Cost Allocation:**

Fringe benefit costs have been allocated to this award under a segregated fringe billing rate. The fringe costs were found to be reasonable, allocable, and allowable as reflected in the budget. Fringe elements apply to both direct and indirect labor. Under a segregated cost pool, the fringe billing rate shall be treated as an indirect cost expenditure and must be reconciled annually.

### **C. Subrecipient Indirect Costs (If Applicable):**

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

### **D. Indirect Cost Stipulations:**

#### **i. Modification to Indirect Cost Billing Rates**

EERE will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates.

Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

**ii. Annual Cost Reconciliation**

In accordance with Appendices III-VII of 2 CFR Part 200 or 48 CFR 42.7, governing for-profit organizations, the indirect cost billing rates shall be reconciled or trued up (actual incurred costs) on an annual basis via the annual incurred cost proposal within six months after the Recipient's fiscal year end.

**iii. Adjustments to Indirect Cost Billing Rates**

Following an official audit or adequacy review of the incurred cost proposal, one of the following shall apply:

1. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that Recipient invoiced at higher billing rates than actually incurred, the Recipient must refund the Government the over-recovered amounts.
2. If the Recipient's actual and final annual indirect cost billing rate(s) reflect that the Recipient invoiced at lower billing rates than actually incurred, the Recipient may not be reimbursed for increases in its indirect cost rate, which resulted in an under-recovery. Increased indirect cost billing rates cannot be retroactively applied to the DOE award.

**iv. Cost Sharing Indirect Costs**

Indirect costs may be used as cost share only with prior approval from the Contracting Officer.

**v. Award Closeout**

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

**Term 33. Pre-Award Costs**

As stated in the Contracting Officer's Pre-Award Costs Letter dated March 20, 2024, the Recipient is authorized to request reimbursement for costs incurred on or after June 15, 2023, if (1) such costs are allowable in accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, (2) such costs are not otherwise restricted by Term titled "National Environmental Policy Act

(NEPA) Requirements,” and (3) such costs are not otherwise restricted by any other Term. If the Recipient elects to undertake activities that are not authorized for federal funding by the Contracting Officer in advance of DOE completing the NEPA review, the Recipient is doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share. Nothing contained in the pre-award cost reimbursement regulations or any pre-award costs approval letter from the Contracting Officer override these NEPA requirements to obtain the written authorization from the Contracting Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

#### **Term 34. 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 35. Payment Procedures**

##### **A. Method of Payment**

Payment will be made by reimbursement through ACH.

##### **B. Requesting Reimbursement**

Requests for reimbursements must be made electronically through Department of Energy’s Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, the Recipient must enroll at <https://vipers.doe.gov>. Detailed instructions on how to enroll are provided on the web site.

##### **C. Timing of Submittals**

Submittal of the SF-270 or SF-271 should coincide with the Recipient’s normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

##### **D. 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.

##### **E. Payments**

The EERE approving official will approve the invoice as soon as practical, but not later than 30 days after the Recipient’s request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the EERE approving official, the ORFSC will disburse payment to the Recipient. The Recipient may check the status of payments at the VIPERS web site. All payments are made by

electronic funds transfer to the bank account specified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

**F. Supporting Documents for Agency Approval of Payments**

For non-construction awards, the Recipient must submit a Standard Form SF-270, "Request for Advance or Reimbursement," at <https://vipers.doe.gov> and attach a file containing appropriate supporting documentation.

The following additional items are required:

- Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying federal, non-federal, and total amounts.
- *Applicable to for-profit recipients and subrecipients* UCC filing proof for all equipment acquired with project funds (i.e., federal share or Recipient share) and equipment offered as cost share.
- Invoices or summary cost data showing all categories listed in the SF-424A for Subrecipients with over \$250,000 total project costs or >25% of total project costs.
- Invoices for Contractors with over \$250,000 total project costs.
- Invoices/receipts for Equipment over \$50,000.
- Explanation of cost share for invoicing period, including cost category and rationale if cost share exceeds or is below award requirements.
- If there are unauthorized phases and/or tasks for the current budget period in the NEPA Requirements term in these Special Terms and Conditions, a statement affirming that no invoiced costs are related to tasks or activities prohibited by the NEPA Requirements term.

The EERE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, contractor quotes, and other expenditure explanations that justify the reimbursement requests.

**G. 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 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 36. 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 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. If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

## **Subpart C. Miscellaneous Provisions**

### **Term 37. Environmental, Safety and Health Performance of Work at DOE Facilities**

With respect to the performance of any portion of the work under this Award which is performed at a DOE-owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.



Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

### **Term 38. Corporate Felony Conviction and Federal Tax Liability Assurances**

This term applies to Recipients that are organized as corporations. A corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States, but not foreign corporations. It includes both for-profit and non-profit organizations.

By entering into this Award, the Recipient attests that its corporation has not been convicted of a felony criminal violation under federal law in the 24 months preceding the date of signature.

The Recipient further attests that its corporation does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **Term 39. Insolvency, Bankruptcy or Receivership**

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.

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.

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.

Failure of the Recipient to comply with this term may be considered a material noncompliance

of this Award by the Contracting Officer.

## **Term 40. 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 equals or exceeds \$30,000 in federal funds 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.fsr.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 the obligation must be reported no later than December 31.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.

### **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 equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  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).

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.

### **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).
  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/excomp.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.

#### **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 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
  3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- 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 41. 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.

### **B. Unique Entity Identifier (UEI)**

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

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 UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

### **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. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- 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.
  5. A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- 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 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
  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 42. 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 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 43. Subrecipient and Contractor Approvals**

- A. *At Risk Notice.* The Recipient must obtain written approval by the Contracting Officer for reimbursement of costs associated with subrecipients/activities/contractor listed in paragraph B. below. If the contractor cost is for \$250,000 or more or 25% of the total subrecipients award costs, the Recipient must submit quote and purpose/need. The Recipient is restricted from expending project funds (i.e., federal share and Recipient share) on the subrecipients’ and/or contractors’ supporting the tasks identified in paragraph B. below unless and until the Contracting Officer provides written approval. At its discretion, EERE may not reimburse costs incurred prior to the date of any such written approval by the Contracting Officer.
- B. Contracting Officer approval as set out above is required for the following:

<u>Task #</u>	<u>Activity and Subrecipients / Contractor</u>	<u>Total Amount (\$)</u>
1 & 2	Sub ODE – TBD Contractor for technical analysis	\$125,000
1,2, 3	Sub ODE – TBD Contractor for community-led Engagement and outreach	\$100,000



The Contracting Officer may require additional information concerning these tasks prior to providing written approval.

- C. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the tasks identified in paragraph B. above for allowable costs incurred, or EERE will recognize costs incurred toward cost share requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

#### **Term 44. 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, at 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 200.327.
- 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 followed.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

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<sup>1</sup> 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.

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, the Recipient may proceed to award or modify the proposed subrecipient agreement.

#### **Term 45. 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, 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 46. 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.

**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.

### **Term 47. Export Control**

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as “Export Controls.”

The recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The recipient must immediately report to DOE any export control charges, indictments, convictions, and violations related to the project funded under this Award and any export control investigations potentially implicating any technologies or equipment under the subject award, at the recipient or subrecipient level, and, if the charge/indictment/investigation results in a conviction or violation, provide the corrective action(s) to prevent future violations.

### **Term 48. Current and Pending Support**

#### **A. Definitions**

For purposes of this term, the following definitions are applicable:

- i. **Current and pending support** – (a) All resources made available, or expected to be made available, to an individual in support of the individual’s RD&D efforts, regardless of (i) whether the source is foreign or domestic; (ii) whether the resource is made available through the entity applying for an award or directly to the individual; or (iii) whether the resource has monetary value; and (b) includes in-kind contributions requiring a commitment of time and directly supporting the individual’s RD&D efforts, such as the provision of office or laboratory space, equipment, supplies, employees, or students. This term has the same meaning as the term Other Support as applied to researchers in NSPM-33: For researchers, Other

Support includes all resources made available to a researcher in support of and/or related to all of their professional RD&D efforts, including resources provided directly to the individual or through the organization, and regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment, supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, gifts provided with terms or conditions, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding.

- ii. **Foreign Government-Sponsored Talent Recruitment Program** – An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to United States entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.
- iii. **Senior/key personnel** – an individual who contributes in a substantive, meaningful way to the scientific development or execution of a research, development, and demonstration (RD&D) project proposed to be carried out with DOE award.<sup>2</sup>

## B. Disclosure Requirements

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<sup>2</sup> Typically, these individuals have doctoral or other professional degrees, although individuals at the master's or baccalaureate level may be considered senior/key personnel if their involvement meets this definition. Consultants, graduate students, and those with a postdoctoral role also may be considered senior/key personnel if they meet this definition.

Prior to award, the recipient was required to provide current and pending support disclosure statements and a Curriculum Vitae (CV) or Biosketch for each principal investigator (PI) or Program Director (PD) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. In accordance with the Federal Assistance Reporting Checklist, throughout the life of the award, the recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI/PD and senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) calendar days of the individual joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the recipient must submit updated current and pending disclosure statements within thirty (30) calendar days of the change. The recipient must ensure all PI/PDs and senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PI/PDs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All involvement with foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.

To identify overlap, duplication of effort, or synergistic efforts, append a description of the other award or activity to the current and pending support.

Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE upon request

to either the applicant institution or DOE. Supporting documents of any identified source of support must be provided to DOE on request, including certified translations of any document.

All PI/PDs and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3733 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

The information may be provided in the common disclosure format available at [Common Form for Current and Pending \(Other\) Support \(nsf.gov\) to be implemented by DOE](#). Regardless of the format used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above.

#### **Term 49. Interim Conflict of Interest Policy for Financial Assistance**

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, technology investment agreement, or other transaction authority) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

The recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. Further, the recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

### **Term 50. Organizational Conflict of Interest**

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the recipient must procure goods and services from other sources when using project funds.

The recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. The recipient is responsible for ensuring subrecipient compliance with this term.

If the recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the recipient must maintain written standards of conduct covering organizational conflicts of interest.

### **Term 51. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (federal and non-federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain;
- (3) Exercise an option to procure



(4) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

## **Term 52. Participants and Other Collaborating Organizations**

Prior to award, the recipient was required to provide the following information on participants and other collaborating organizations. If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the recipient must submit updated information within thirty (30) calendar days after the end of the quarterly reporting period in which the change occurred:

### **A. What individuals have worked on the project**

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; (2) authorized representative of applicant with primary responsibility for business support (e.g., financial management, fiscal oversight, providing resources, award administration, etc.), if other than listed senior/key personnel, e.g. the Administrative Officer listed on the SF-424 Application; and (3) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

- i. Name
- ii. Organization
- iii. Job Title

- iv. Role in the project
- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

#### **B. Organizations**

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

#### **Term 53. Community Benefits Outcomes and Objectives**

The recipient must meet the stated objectives and milestones set forth in its Community Benefits Outcomes and Objectives, which is incorporated into the Award as Attachment 5. A report on the recipient's progress toward meeting the objectives and milestones set forth in the Community Benefits Outcomes and Objectives must be included in the continuation application.

#### **Term 54. Human Subjects Research**

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>.

### **Term 55. Fraud, Waste and Abuse**

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse, and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the recipient must be cognizant of the requirements of 2 CFR 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

### **Term 56. Operations Workforce Continuity Plan**

The recipient must furnish an Operations Workforce Continuity Plan or a qualifying Collective Bargaining Agreement (see terms below) within 30 days of award notice. An Operations Workforce Continuity Plan template is provided at [www.energy.gov/infrastructure/negotiations](http://www.energy.gov/infrastructure/negotiations) for administrative convenience. If the template is not used, the recipient must ensure that all of the information requested in the template is provided. A report on the recipient's progress toward meeting the objectives and milestones set forth in the Operations Workforce Continuity Plan must be included in the continuation application.

**If at any time it becomes apparent that the recipient is non-compliant with their Workforce Continuity Plan, additional reporting may be required.**

## **Term 57. Buy America Requirement for Infrastructure Projects**

### A. Definitions

**Components** See 2 CFR 184.3 "Definitions."

**Construction Materials** See 2 CFR 184.3 "Definitions."

**Domestic Content Procurement Preference Requirement or Buy America Requirement** means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States;
- or
- (C) the construction materials used in the project are produced in the United States.

**Infrastructure** See 2 CFR 184.4 (c) and (d).

**Manufactured Products** See 2 CFR 184.3 "Definitions."

**Predominantly of iron or steel** See 2 CFR 184.3 "Definitions."

**Project**- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

**Public**- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

### B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 CFR 184.5 for determining the cost of components for manufactured products; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories\* based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

- (i) Iron or steel products;
- (ii) Manufactured products; or
- (iii) Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple

categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.

\* Section 70917(c) of the BABA states that “construction materials” do not include cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives. Section 70917(c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, when certain Section 70917(c) materials (such as stone, sand, and gravel) are used to produce a manufactured product, such as is precast concrete processed into a specific shape or form, and is in such state when brought to the work site, then that product is subject to the BABA requirements.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 CFR 184.3; (ii) a new definition of “section 70917(c) materials” at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

### C. Certification of Compliance

Recipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be

provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

#### D. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the CO. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;

- A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
- Anticipated impact to the project if no waiver is issued.

DOE may request, and the recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

## **Term 58. Prohibition related to Foreign Government-Sponsored Talent Recruitment Programs**

### **a. Prohibition**

Persons participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk* are prohibited from participating in this Award.

The recipient must exercise ongoing due diligence to reasonably ensure that no individuals participating on the DOE-funded project are participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. Consequences for violations of this prohibition will be determined according to applicable law, regulations, and policy. Further, the recipient must notify DOE within five (5) business days upon learning that an owner of the recipient or subrecipient or individual on the project team is or is believed to be participating in a *Foreign Government-Sponsored Talent Recruitment Program of a Foreign Country of Risk*. DOE may modify and add requirements related to this prohibition to the extent required by law.

### **b. Definitions**

#### **1. Foreign Government-Sponsored Talent Recruitment Program.**

An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at United States research facilities or receipt of federal research



funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

**2. Foreign Country of Risk.**

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

**Term 59. Affirmative Action and Pay Transparency Requirements**

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors, and subcontractors must take. See OFCCP's Technical Assistance Guide at:

<https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>.

Additionally, for construction projects valued at \$35 million or more and lasting more than one year, recipients, subrecipients, contractors, and subcontractors may be selected by OFCCP to participate in the *Mega Construction Project Program*. DOE, under relevant legal authorities including Sections 205 and 303(a) of Executive Order 11246, will require participation as a condition of the award. This program offers extensive compliance assistance with EO 11246. For more information regarding this program, see

<https://www.dol.gov/agencies/ofccp/construction/mega-program>.

### **Term 60. Potentially Duplicative Funding Notice**

If the recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

### **Term 61. Transparency of Foreign Connections**

The recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the recipient and subrecipients:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any changes to the recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable.
7. Any proposed changes to the equipment used on the project that would result in:
  - a. Equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
  - b. Coded equipment where the source code is written in a foreign country of risk.

- c. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
- d. Any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

## **Term 62. Foreign Collaboration Considerations**

- a. Consideration of new collaborations with foreign entities, organizations, and governments. The recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded award scope. The recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations, and governments. The recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded award scope.
- c. In general, a collaboration will involve some provision of a thing of value to, or from, the recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the recipient's standard policies and procedures.

## **Term 63. Construction Signage**

The recipient is encouraged to display DOE Investing in America signage during and after construction. Guidance can be found at: (<https://www.energy.gov/branding>). Proposed signage

costs that meet these specifications are an allowable cost and may be included in the proposed project budget.

## **Subpart D. Bipartisan Infrastructure Law (BIL)-Specific Requirements**

### **Term 64. Reporting, Tracking, and Segregation of Incurred Costs**

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL.

### **Term 65. Davis-Bacon Act Requirements**

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the Award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2,000 on projects funded directly by or assisted in whole or in part by and through funding under the Award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The recipient must comply with all Davis-Bacon Act requirements, including but not limited to:

- (1) Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
- (2) Being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
- (3) Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) Notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) Preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year, in accordance with the reporting instructions in Attachment 2, Federal Assistance Reporting Checklist.

The recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The recipient must ensure the timely submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act.

The Department of Energy has contracted with LCPtracker, a third-party DBA electronic payroll compliance software application. A waiver for the use of LCPtracker may be granted to a particular contractor or subcontractor if they are unable or limited in their ability to use or access the software.

#### **Davis-Bacon Act Electronic Certified Payroll Submission Waiver**

A waiver must be granted before the start of work subject to Davis-Bacon Act requirements (e.g., construction, alteration, or repair work). The recipient does not have the right to appeal DOE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

**Term 66. Project Management Plan**

The Recipient must regularly maintain, update, and implement the Project Management Plan (“PMP”). All documents attached to or referred to in the PMP are hereby incorporated into this Agreement.

**EXHIBIT D**  
**REIMBURSEMENT BREAKDOWN**

	<b>BUDGET PERIOD 1</b>	<b>BUDGET PERIOD 2</b>	<b>PROJECT TOTAL</b>
<b>CITY OF PORTLAND</b>	\$307,836	\$348,432	<b>\$656,268</b>

Subrecipient Unique Entity Identifier (UEI): TLSBKZ89KYK8

**EXHIBIT E**  
**FEDERAL ASSISTANCE REPORTING CHECKLIST**





1. Award Number: <b>DE-EE0010947.0001</b>	2. Program/Project Title: <b>Advancing Building Performance Standards in Oregon</b>
3. Recipient: <b>Earth Advantage, Inc</b>	
4. Reporting Requirements (see Attached "EERE Reporting Instructions"):	Frequency Addresses* *See attached "EERE Reporting Instructions" for complete submission instructions.
<b>I. PROJECT MANAGEMENT REPORTING</b>	
<input checked="" type="checkbox"/> A. Performance Report - Narrative	<b>Q</b> A. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> B. Performance Report - Quantitative	<b>Q</b> B. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> C. Financial Report (SF-425)	<b>F, Q</b> C. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> D. Scientific and Technical Reporting	
<input checked="" type="checkbox"/> 1. Accepted Manuscript of Journal Article(s)	<b>A5, P</b> D.1. <a href="#">OSTI E-Link</a>
<input checked="" type="checkbox"/> 2. Conference Product(s)	<b>A5, P</b> D.2. <a href="#">OSTI E-Link</a>
<input checked="" type="checkbox"/> 3. Technical Report(s)	<b>A5, P</b> D.3. <a href="#">OSTI E-Link</a>
<input checked="" type="checkbox"/> 4. Software & Manual(s)	<b>A5, P</b> D.4. <a href="#">DOE CODE</a>
<input checked="" type="checkbox"/> 5. Dataset(s)	<b>A5, P</b> D.5. <a href="#">OSTI E-Link Datasets</a>
<input checked="" type="checkbox"/> 6. Other STI (Dissertation/Thesis, etc.)	<b>A5, P</b> D.6. <a href="#">OSTI E-Link</a>
<input checked="" type="checkbox"/> E. Intellectual Property Reporting	
<input checked="" type="checkbox"/> 1. Intellectual Property Reporting	<b>A5, P</b> E.1. <a href="#">iEdison</a>
<input checked="" type="checkbox"/> 2. Invention Utilization Report	<b>A5, P</b> E.2. <a href="#">iEdison</a>
<input checked="" type="checkbox"/> F. Project Management Plan (PMP)	<b>A5</b> F. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> G. Special Status Report	<b>A5</b> G. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> H. Continuation Application	<b>A5</b> H. <a href="#">EERE PMC</a>
<input type="checkbox"/> I. Other (see Special Instructions)	I. See Special Instructions
<b>II. AWARD MANAGEMENT REPORTING</b>	
<input checked="" type="checkbox"/> A. Current and Pending Support	<b>A5</b> A. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> B. Demographic Reporting	<b>A5</b> B. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> C. Financial Conflict of Interest Report	<b>A5</b> C. <a href="#">EERE PMC</a>
<input type="checkbox"/> D. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)	D. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	<b>A5</b> E. <a href="#">EERE PMC</a>
<input type="checkbox"/> F. Uniform Commercial Code (UCC) Financing Statements	F. See section II. F for instructions and due dates
<input checked="" type="checkbox"/> G. Federal Subaward Reporting System (FSRS)	<b>A5</b> G. <a href="#">FSRS</a>
<input checked="" type="checkbox"/> H. Annual Incurred Cost Proposal	<b>Y180</b> H. See section II. H for instructions and due dates
<input type="checkbox"/> I. DOE For-Profit Compliance Audit	I. See section II. I for instructions and due dates
<input checked="" type="checkbox"/> J. Single Audit: States, Locals, Tribal Governments, and Non-Profits	<b>O</b> J. See section II. J for instructions and due dates
<input type="checkbox"/> K. Other (see Special Instructions)	K. See Special Instructions
<b>III. CLOSEOUT REPORTING</b>	
<input checked="" type="checkbox"/> A. Final Scientific/Technical Report	<b>F</b> A. <a href="#">OSTI E-Link</a>
<input type="checkbox"/> B. Invention Certification (DOE F 2050.11)	<b>F</b> B. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	<b>F</b> C. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> D. Verification of Receipt of Accepted Manuscripts	<b>F</b> D. See section III. D for instructions and due dates
<input type="checkbox"/> E. Other (see Special Instructions)	E. See Special Instructions
<b>IV. POST-PROJECT REPORTING</b>	
<input checked="" type="checkbox"/> A. Scientific and Technical Reporting	<b>P</b> A. <a href="#">OSTI E-Link</a>
<input checked="" type="checkbox"/> B. Intellectual Property Reporting	<b>P</b> B. <a href="#">iEdison</a>
<b>V. BIPARTISAN INFRASTRUCTURE LAW REPORTING</b>	
<input checked="" type="checkbox"/> A. Community Benefits Plan	<b>A5, F</b> A. <a href="#">EERE PMC</a>
<input type="checkbox"/> B. Cybersecurity Plan	B. <a href="#">EERE PMC</a>
<input type="checkbox"/> C. Boosting Domestic Manufacturing	C. <a href="#">EERE PMC</a>
<input type="checkbox"/> D. Quality Job Creation	



# Federal Assistance Reporting Checklist

<input type="checkbox"/> 1. Direct Jobs		D. See section V.D.1. for instructions and due dates
<input checked="" type="checkbox"/> 2. Training Outcomes	A5, F, Y	D.2. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> 3. Good Jobs Outcomes	A5, F, Y	D.3. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> 4. Permanent Jobs	Q	D.4. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> E. Equity and Justice		
<input checked="" type="checkbox"/> 1. Community Engagement Process	Q	E.1. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> 2. Engagement Events and Technical Assistance	Q	E.2. <a href="#">EERE PMC</a>
<input type="checkbox"/> 3. Community Ownership		E.3. <a href="#">EERE PMC</a>
<input type="checkbox"/> F. Pathway to Net-Zero		
<input type="checkbox"/> 1. Infrastructure Supported		F.1. <a href="#">EERE PMC</a>
<input type="checkbox"/> 2. Hydrogen Production		F.2. <a href="#">EERE PMC</a>
<input type="checkbox"/> 3. Carbon Capture, Removal, and Storage		F.3. <a href="#">EERE PMC</a>
<input checked="" type="checkbox"/> 4. Energy Saved	A5, F, Y	F.4. <a href="#">EERE PMC</a>

**FREQUENCY CODES AND DUE DATES:**

**A5** - As specified or within five (5) calendar days after the event.

**F** - Final; within 120 calendar days after expiration or termination of the award.

**O** - Other; see instructions for further details.

**P** - Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.

**Q** - Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.

**S** - Semiannually; within 30 days after the end of the reporting period.

**Y** - Yearly; within 90 calendar days after the end of the federal fiscal year.

**Y180** - Yearly; within 180 calendar days after the close of the recipient’s fiscal year.

**FULL URLS:**

**OSTI E-Link:** <http://www.osti.gov/mlink-2413>

**OSTI E-Link Datasets:** <https://www.osti.gov/mlink/2416-submission.jsp>

**DOE CODE:** <https://www.osti.gov/doecode/>

**iEdison:** <http://www.iedison.gov>

**EERE PMC:** <https://www.eere-pmc.energy.gov/SubmitReports.aspx>

**FSRS:** <https://www.fsr.gov>

5. EERE Special Instructions:



# Federal Assistance Reporting Checklist

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## Reporting Instructions

**\*\*\* Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII. \*\*\***

### I. Project Management Reporting

#### A. Performance Report Narrative (PRN)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
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 Performance Report - Narrative (PRN) and a [Performance Report Quantitative \(PRQ\)](#) for the project. Together these two documents summarize the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report - Narrative contains qualitative information on the project progress. The Performance Report - Quantitative captures quantitative information on the project progress. The PRN must include the following information. Your DOE project team will provide a form for submission.

#### 1. Cover Page

- a. Federal Agency and Organization Element to Which Report is Submitted
- b. Federal Grant or Other Identifying Number Assigned by Agency
- c. Project Title
- d. Program Director/Principal Investigator/Lead Project Manager (PD/PI) Name, Title, and Contact Information (e-mail address and phone number)
- e. Business Contact Name, Title, and Contact Information (e-mail address and phone number)
- f. Submission Date
- g. Recipient Organization (Name and Address)
- h. Period of Performance (Start Date, End Date)
- i. Budget Period (Start Date, End Date)
- j. Reporting Period (Start Date, End Date)
- k. Certification by the Submitting Official that includes: Signature of Submitting Official (electronic signatures (i.e., Adobe Acrobat) are acceptable); date of signature; and the following certification statement:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, misrepresentations, half-truths, 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, Section 287 and Title 31, Sections 3729-3730). I further understand and agree that the information contained in this report are material to Federal agency's funding decisions and I have an ongoing responsibility to promptly update the report within the time frames stated in the terms and conditions of the above referenced Award, to ensure that my responses remain accurate and complete.

## 2. Summary

The purpose of the Summary is to describe a high-level status on the items listed below. This section should be a mix of short paragraphs and bullet points.

### Major Goals and Objectives

Provide a summary of the major project goals and objectives. This should be the same from quarter to quarter and align with the Statement of Project Objectives (SOPO)/Statement of Work (SOW).

### Technical Achievement(s)

Provide a summary of all significant technical progress of the project in achieving objective and programmatic goals during the life of the project. This should include key outcomes or other achievements, such as major findings, developments, or conclusions (both positive and negative), information dissemination, etc. This section should be a cumulative summary of technical achievements with newly added comments for the current reporting period highlighted.

### Impact

State how the findings, results, or techniques developed in this project will continue to make an impact on the specific fields of research in this project and in other disciplines, which may include training and educational experiences; human resource development in science, engineering, and technology; technology transfer; and societal impacts.

### Project Schedule Status

Provide a narrative summary of the status of tasks with respect to the plan for the quarter and budget period. If deviations from the schedule are noted, describe the impacts and mitigation alternatives that are in place or planned in the Changes/Problems section below.

## Project Budget Status

Provide a summary of the project expenditures and costs with respect to the plan for the quarter and budget period. If applicable, describe the variance, associated impacts, and mitigation alternatives that are in place or planned in the Changes/Problems section below.

## Changes/Problems

Include any planned or anticipated changes to scope, schedule, or budget. Proposed award modifications noted solely within a Performance Report do not constitute a proposed award modification. Significant changes to the award scope, schedule, and budget must be submitted to the Grants Management Specialist/Contract Specialist and the Project Officer and must be approved by the Contracting Officer/Grants and Agreements Officer. If there is nothing significant to report during this reporting period, state "Nothing to Report."

### **Key Personnel Changes**

Describe planned or actual changes in principal investigator, business contacts, or senior/key personnel and the impact to achieving project objectives.

### **Scope Issues**

Describe issues with completing the required project scope identified in the SOPO/SOW, the impacts to achieving project objectives and program goals if applicable, and proposed mitigation alternatives. The quantitative impact to achievement of Technical Milestones and Go/No Go decision points and key deliverables should also be addressed.

### **Schedule Issues**

Describe issues with achieving the planned activities identified in the project schedule and the impact to the award budget period end dates and the overall award period of performance. The quantitative impact to the timing of Technical Milestones and Go/No Go decision points, and key deliverables should also be addressed.

### **Budget Issues**

Describe changes during the reporting period that may have a significant positive or negative impact on expenditures or the overall budget.

## 3. **Special Reporting**

Respond to any special reporting requirements specified in the award Terms and Conditions, as well as any award specific reporting requirements outlined in the FARC Special Instructions.



## B. Performance Report Quantitative (PRQ)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
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 [Performance Report Narrative \(PRN\)](#) and a Performance Report - Quantitative (PRQ) for the project. Together these two documents summarize the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report - Narrative contains qualitative information on the project progress. The Performance Report - Quantitative captures quantitative information on the project progress. The PRQ must include the following information. Your DOE project team will provide a form for submission.

### 1. Organizations

Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date.

### 2. Tasks and Milestones

Enter all tasks and milestones identified in your Statement of Project Objectives (SOPO), Community Benefits Plan (CBP), and Cybersecurity Plan. Each quarter, update the status of the task/milestone, the physical percent complete, and, when applicable, the actual month complete.

### 3. Contractual Cost Summary

For each subrecipient and contractor working on the project (excluding FFRDCs), provide a summary of the work, approved budget, and actual expenses.

### 4. Cost Summary

Using your approved budget, enter the project costs by budget category and report actual expenses each quarter. Also include budgeted and actual recipient cost share.

### 5. Spend Plan

For both federal and recipient cost share, enter the planned spending for the entire project period. Planned spend means when the project team anticipates incurring costs. Each quarter, update with actual federal and recipient spend.

### 6. Earned Value Management

When required by your DOE project team, complete the table for Earned Value Management.

## 7. Products

### What has the project produced?

List any products resulting from the project during the reporting period. Specific product submission instructions can be found in [Scientific and Technical Reporting](#). Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; inventions, patent applications, and/or licenses; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

#### a. Publications, conference papers, and presentations

Report the publication(s) resulting from the work under this award.

Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

#### i. Accepted Manuscript(s) of Journal Article

List peer-reviewed articles or papers that have been submitted for publication in scientific, technical, or professional journals. Include any paper submitted for peer-reviewed publication in the periodically published proceedings of a scientific society, a conference, or the like. A publication in the proceedings of a one-time conference, not part of a series, should be reported under "Books or other non-periodical, one-time publications."

Identify for each publication: Author(s); title; journal; volume: year; page numbers; status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no);



legal disclaimer language (yes/no). Also see instructions under II.

**Scientific/Technical Reporting** regarding the submission of accepted manuscripts and other STI as appropriate.

**ii. Books or other non-periodical, one-time publications**

Report any book, monograph, dissertation, abstract, or the like published as or in a separate publication, rather than a periodical or series. Include any significant publication in the proceedings of a one-time conference or in the report of a one-time study, commission, or the like.

Identify for each one-time publication: author(s); title; editor; title of collection, if applicable; bibliographic information; year; type of publication (book, thesis or dissertation, other); status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no); legal disclaimer language (yes/no).

**iii. Other publications, conference papers and presentations**

Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

**b. Website(s)**

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

**c. Technologies or techniques**

Identify technologies or techniques that have resulted from the research activities. Describe the technologies or techniques and how they are being shared.

**d. Inventions, patent applications, and/or licenses**

Identify inventions, patent applications with date, and/or licenses that have resulted from the research. Submission of this information as part of an interim report or Final Technical Report is not a substitute for any other invention reporting required under the terms and conditions of an award.

**e. Other products**

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

## 8. Participants

The following information on participants (individuals) was provided during award negotiations. On a quarterly basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

### a. What individuals have worked on the project?

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project
- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

## 9. Special Reporting Requirements

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

## C. Financial Report SF-425 Federal Financial Report

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 30 calendar days after the end of the quarterly reporting period (January 30, April 30, July 30, October 30) <b>and</b> within 120 calendar days after expiration or termination of the award



# Federal Assistance Reporting Checklist

Every quarter, the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE. A fillable version of the SF-425 is available at [Post-Award Reporting Forms | GRANTS.GOV](#).

## D. Scientific and 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). By properly submitting STI to DOE Energy Link System (E-Link), the information will be made available to the public through OSTI.GOV.

**NOTE: SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE MUST NOT CONTAIN PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII).** Please refer to **Appendix A** for more information.

### 1. Accepted Manuscript of Journal Article

Submit to:	DOE Energy Link System (E-Link) available at <a href="http://www.osti.gov/elink-2413">http://www.osti.gov/elink-2413</a>
Submission deadline:	No later than the published online date of the article

Public access to scholarly publications is enabled by providing the Accepted Manuscript (AM) of the Journal Article 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 which includes information/data produced under the award, then the recipient must submit an AN 241.3, as described below, no later than the published online date of the article.

Content. The recipient is to provide the final peer-reviewed AM, 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.

DOE will make no additional review of the content of the AM because the AM is the version of the journal article with the content to be published (i.e., publicly released) by the journal publisher.



The recipient must self-certify at the time of submission to DOE via E-Link that the content is appropriate and that it is not a copyrighted reprint, i.e., the final version of the published article. Recipients are reminded that the article is to include an acknowledgement of federal support and a legal disclaimer as required in the “Publications” Term in the award Special Terms and Conditions.

The recipient is also reminded that all data produced under the award should comply with the award’s data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

Electronic Submission Process. The AM of the Journal Article 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/elink-2413>).

## 2. Conference Product(s)

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

The recipient must submit a copy of any scientific/technical conference papers, proceedings, or presentations.

Content: The content should include a copy of the paper, presentation, or proceeding and: (1) name of conference; (2) location of conference; (3) date of conference; and (4) conference sponsor. Also include an acknowledgement of federal support and a legal disclaimer as described in the Special Terms and Conditions.

Electronic Submission Process: Scientific/technical conference proceedings, papers/presentations or must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (<https://www.osti.gov/elink-2413>).

The recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that submissions must not contain any Protected Personally Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

### 3. Technical Report(s)

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

The recipient must submit a copy of any scientific/technical reports.

Content: The content should include a copy of the report as well as an acknowledgement of federal support and a legal disclaimer as described in the Special Terms and Conditions.

Electronic Submission Process: Scientific/technical reports must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (<https://www.osti.gov/elink-2413>).

The recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that submissions must not contain any Protected Personally Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

### 4. Software & Manual(s)

Submit to:	DOE CODE: <a href="https://www.osti.gov/doecode/">https://www.osti.gov/doecode/</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

The recipient must submit all software deliverables created under the award, as well as any accompanying documentation or manuals.

DOE CODE is DOE's software services platform for submitting and searching for software resulting from DOE-funded research. Through submission to DOE CODE, users have the option to obtain a Digital Object Identifier (DOI) for the code, making it more easily discoverable, citable, and shared.

Content. When a recipient submits software to OSTI through DOE CODE, a set of required metadata elements and a link to the software repository must be provided.

Submission Process. Recipients will submit software by going to <https://www.osti.gov/doecode/>. Before submissions can be made, the recipient will be required to create an account. The recipient may create an account by visiting the top



right of the DOE CODE homepage. Once the account is created, submissions may be made through the submit software/code link on the homepage. For more information about DOE CODE please visit <https://www.osti.gov/doecode/faq>.

## 5. Dataset(s)

Submit to:	DOE Energy Link System (E-Link) available at <a href="https://www.osti.gov/mlink/241-6-submission.jsp">https://www.osti.gov/mlink/241-6-submission.jsp</a>
Submission deadline:	Within five (5) calendar days after the event, or as specified

Scientific/technical datasets (data-streams, 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. Note: Do NOT submit the dataset itself, only the metadata for registering the dataset, obtaining a DOI, and announcing its availability.

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-submission.jsp>). Within the AN 241.6, provide relevant information about the dataset as well as the URL where the dataset can be accessed.

## 6. Other STI (Dissertation / Thesis, etc.)

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

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, conference products, software, and datasets.

Other types of scientific and technical information produced which may be 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>).

## E. Intellectual Property Reporting

### 1. Intellectual Property Reporting

Submit to:	<a href="http://www.iEdison.gov">http://www.iEdison.gov</a>
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: [iEdison Registration](#).

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:

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

Reporting publications, manuscript submissions, or other public disclosures concerning a subject invention (add documents to the Invention Report);

If authorized by the award agreement, electing (or declining) to retain title to a subject invention (modify the Invention Report and input “Title Election Date” or “Not Elect Title Reason”);

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.

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); and,

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.

### 2. Invention Utilization Report

Submit to:	<a href="http://www.iEdison.gov">http://www.iEdison.gov</a>
Submission deadline:	For each subject invention, reports are due annually once the recipient or subrecipient elects to retain title to the subject invention and must continue to be provided for 10 years thereafter

The recipient and subrecipient(s) must provide Invention Utilization Reports for each subject invention that the recipient or subrecipient retains ownership. Reports are due annually starting one year after the recipient or subrecipient elects to take title and must continue to be provided for 10 years thereafter or until the recipient or subrecipient informs DOE in writing that it no longer wants to retain title in the subject invention. 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.

### F. Project Management Plan (PMP)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within six (6) weeks of the effective date of the 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 required 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.

## **1. Revised Plan(s)**

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

- a. Developments that have a significant favorable impact on the project.
- b. 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:
  - i. 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.
  - ii. Any change to Technology Readiness Level.
  - iii. Any significant change to risk events (including both potential and realized events) or to risk management strategies.
  - iv. Failure to meet a milestone or milestones; any dependencies should be adjusted.
  - v. Any changes to partnerships.
  - vi. Any significant change to facilities or other project resources.
  - vii. Any other incident that has the potential for high visibility in the media.

## **2. 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.

**a. 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).

**b. Technology Readiness Levels (TRLs):**

Identify the readiness level of the technology associated with the project as well as the planned progression during 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.

**c. 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.

**d. 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:

- The actual status and progress of the project,



- Specific progress made toward achieving the project's milestones, and
- Any proposed changes in the project's schedule required to complete milestones.

**e. 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 d above) and Project Timeline (Item f below); for example, Funding and Costing information could be shown as an overlay on milestone or timeline charts.

**f. 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 d above). The timeline should also show the relationship to the Project Costing Profile (Item e above). If applicable, the timeline should include activities and milestones related to achieving succeeding TRLs.

**g. 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.

**h. 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.

**i. 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.

**j. Communications Management:**

Describe the communications needs and expectations for the project team members. The communications plan may 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.

**k. 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.

### G. Special Status Reports

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

Problems, delays, or adverse conditions which materially impair the recipient's ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition.

The prime recipient is required to report the following events to DOE:

1. If the recipient or project team member receives any other award of federal funds for activities that potentially overlap with the activities funded under the DOE award, the recipient must promptly notify DOE in writing of the potential overlap and state whether project funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under the DOE award;
2. Any change in ownership or control of the recipient or project team member which increases the percentage of ownership or control by an entity that is based in, funded by, or has a foreign affiliation with a foreign country of risk;
3. If an individual on the project team is or is believed to be participating in a foreign government-sponsored talent recruitment program of a foreign country of risk.
4. If the recipient is considering new collaborations with foreign entities and governments, the recipient must provide written notification to DOE and await



- further guidance from DOE prior to contacting the proposed foreign entity or government regarding the potential collaboration or negotiating the terms of any potential agreement. In general, a collaboration will involve some provision of a thing of value to, or from, the recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the DOE award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the DOE award but resulting in provision of a thing of value from or to the DOE award must also be reported.
5. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
  6. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
  7. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
  8. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
  9. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.
  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, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
  12. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media;
  13. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
  14. Potential or actual noncompliance with DOE reporting requirements under the award;
  15. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;
  16. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
  17. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the DOE award;
  18. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the DOE award;
  19. Any improper claims or excess payments arising out of or relating to work under the award;
  20. Potential or actual violations of the cost share requirements under the award;



- 21. Potential or actual violations of the lobbying restrictions in the award;
- 22. Any event which is anticipated to cause a significant schedule slippage or cost increase;
- 23. Any damage to Government-owned equipment in excess of \$50,000; and,
- 24. Developments that have a significant favorable impact on the project.

## H. Continuation Application

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

A continuation application is a non-competitive application for an additional budget period within a previously approved period of performance. The continuation application should be submitted at least ninety (90) calendar days before the end of each budget period, or as specified in the Special Terms and Conditions of the award.

## I. Other (see Special Instructions)

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

## II. Award Management Reporting

### A. Current and Pending Support

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within thirty (30) calendar days only when there is a change to Current and Pending Support (i.e., new PI or senior/key personnel join the project or there are changes to previously submitted current and pending disclosures for this Award)

Applicable for all awards issued after 10/01/2021. For awards issued prior to 10/01/21, refer to your award Terms and Conditions for applicability.

Prior to award, the Recipient was required to provide current and pending support disclosure statements for each principal investigator (PI) and senior/key personnel, at the recipient and subrecipient level, regardless of funding source. Throughout the life of the award, the Recipient must submit current and pending support disclosure statements and a CV or Biosketch for any new PI and senior/key personnel at the recipient and subrecipient level, added to the project funded under this Award within thirty (30) days of the individual



joining the project. In addition, if there are any changes to current and pending support disclosure statements previously submitted to DOE, the Recipient must submit updated current and pending disclosure statements within thirty (30) days of the change. The Recipient must ensure all PIs and senior/key personnel at the recipient and subrecipient level, are aware of the requirement to submit updated current and pending support disclosure statements to DOE.

If there has been a change that would prompt the submission of a new or updated current and pending support disclosure, the instructions to complete the new or updated disclosure is listed below.

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. All PIs and senior/key personnel at the recipient and subrecipient level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.
- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity.
- Identify any overlap, duplication of effort, or synergistic efforts, with a description of the other award or activity to the current and pending support.
- Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE.

All PIs and senior/key personnel must provide a separate disclosure statement listing the required information above regarding current and pending support. The individual must sign and date their respective disclosure statement and include the following certification statement:

I, [Full Name and Title], certify to the best of my knowledge and belief that the

information contained in this Current and Pending Support Disclosure Statement is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE’s funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum Vita (SciENCv), a cooperative venture maintained at <https://www.ncbi.nlm.nih.gov/sciencv/>, and is also available at <https://www.nsf.gov/bfa/dias/policy/nsfapprovedformats/cps.pdf>. The use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats. If the NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above.

### B. Demographic Reporting

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 30 days after issuance of award

#### DEMOGRAPHIC INFORMATION FOR SIGNIFICANT CONTRIBUTORS

Demographic data (i.e., gender, ethnicity, race, and disability status) should be provided directly by the Principal Investigator and Business Contact with the understanding that the submission of this report is mandatory for awards made after 03/01/2022. There are no adverse consequences for responding “Do not wish to provide” in any question. Principal Investigators and Business Contacts of awards made prior to 03/01/2022 are encouraged, but not required, to submit demographic reporting. Confidentiality of demographic data will be in accordance with agency’s policy and practices for complying with the requirements of the Privacy Act. Demographic Reporting is submitted via a web-based form in the EERE PMC and includes the questions outlined below.

Gender:

- Male
- Female
- Do not wish to provide



**Ethnicity:**

- Hispanic or Latina/o
- Not-Hispanic or not-Latina/o
- Do not wish to provide

**Race (select one or more):**

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or other Pacific Islander
- White
- Do not wish to provide

**Disability Status:**

- Yes (check yes if any of the following apply to you)
  - Deaf or serious difficulty hearing
  - Blind or serious difficulty seeing even when wearing glasses
  - Serious difficulty walking or climbing stairs
  - Other serious disability related to a physical, mental, or emotional condition.
- No
- Do not wish to provide

This measure is designed as a binary measure; it encompasses all self-reported disabilities. Please do not use it to report the number of individuals who have different types of disabilities (e.g., hearing impairments).

Note: This construct is not designed to be used at an individual-level (i.e., it should not be used for determining accommodation needs or disability status for particular individuals associated with the project).

**C. Financial Conflict of Interest Report**

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 180 days of the date of the award and within thirty (30) calendar days only when there is a change

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy

<https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>. Further, the recipient must submit updated reports within 30 days of a change.

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term “Investigator” means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports.

#### D. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

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

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

#### E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 5 calendar days of the event or as specified

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above \$5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at [Post-Award Reporting Forms | GRANTS.GOV](#)

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

## F. Uniform Commercial Code (UCC) Financing Statements

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

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is \$5,000 or more, and the federal share of the financial assistance agreement is more than \$1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- “Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions.”
- Federal Award Identification Number (e.g., DE-EE000XXXX)

### G. Federal Subaward Reporting System (FSRS)

Submit to:	<a href="https://www.fsr.gov/">https://www.fsr.gov/</a>
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients’ awards. The subrecipient information entered in FSRS will then be displayed on [USASpending.gov](https://www.usaspending.gov) associated with the prime recipient’s award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to \$30,000.

### H. Annual Incurred Cost Proposals

Submit to:	<p>If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices:</p> <ul style="list-style-type: none"> <li>• <a href="mailto:CostPrice@ee.doe.gov">CostPrice@ee.doe.gov</a> (if the Golden Field Office is Cognizant);</li> <li>OR</li> <li>• <a href="mailto:IndirectRates@hq.doe.gov">IndirectRates@hq.doe.gov</a> (if OCED is Cognizant)</li> <li>• <a href="mailto:PricingGroup@netl.doe.gov">PricingGroup@netl.doe.gov</a> (if NETL is Cognizant)</li> </ul> <p>Otherwise, submit the proposal to the Recipient’s appropriate Cognizant Federal Agency office.</p>
Submission deadline:	<p>Within 180 calendar days after the close of the recipient’s fiscal year*</p> <p>*The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.</p>

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

### I. DOE For-Profit Compliance Audit

Submit to:	Email a copy of the annual DOE For-Profit Compliance Audit to: <ul style="list-style-type: none"> <li>• <a href="mailto:DOE-Audit-Submission@hq.doe.gov">DOE-Audit-Submission@hq.doe.gov</a> and</li> <li>• The DOE Contracting Officer</li> <li>• For awards administered by OCED, also email a copy to <a href="mailto:RecipientAudits@hq.doe.gov">RecipientAudits@hq.doe.gov</a></li> <li>• For awards administered by the DOE NETL Office, also email a copy to <a href="mailto:PricingGroup@netl.doe.gov">PricingGroup@netl.doe.gov</a></li> </ul>
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)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 910, Subpart F, a For-Profit entity which expends \$750,000 or more during the non-federal entity's fiscal year in DOE awards must have a compliance audit conducted for that year.

The DOE For-Profit Compliance Audit must be conducted in accordance with the regulations at 2 CFR 910.500-521 and must refer to the appropriate regulations used by the auditor in their examination.

The compliance audit report must be submitted, along with audited financial statements, if required and available.

### J. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	Federal Audit Clearinghouse - <a href="https://harvester.census.gov/facweb/Default.aspx">https://harvester.census.gov/facweb/Default.aspx</a>
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)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, non-federal entities that expend \$750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

### III. Closeout Reporting

#### A. Final Scientific/Technical Report

Submit to:	DOE Energy Link System (E-Link) available at <a href="http://www.osti.gov/elink-2413">http://www.osti.gov/elink-2413</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a Final Scientific/Technical Report to DOE for all projects.

**The scientific/technical report is intended to increase the diffusion of knowledge gained by DOE-funded research, and all requirements shall be interpreted in that light.**

**Content: Research findings and other significant scientific and technical information (STI) resulting from the DOE-sponsored projects shall be included in the final scientific/technical report, subject to the following provisions:**

1. The scientific/technical report is to cover the entire period of performance. For





- Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) awards, a final scientific/technical report must be submitted after the completion of each phase, e.g., Phase I, Phase II, and sequential Phase II, as described in the Special Instructions.
2. 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.
  3. Provide identifying information: the DOE award number; sponsoring program office; name of recipient; project title; name of project director/principal investigator; and consortium/team members.
  4. Include the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.
  5. Include any limitations on public release of the report, if authorized by the award agreement. If the document being submitted contains patentable material or protected data (i.e., data first produced in the performance of the award that is protected from public release for a period of time by terms of the award agreement) as set forth in the award agreement, then (1) prominently display on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data and (2) clearly identify patentable or protected data on each page of the report. Reports delivered without such notices or with restrictive notices not authorized by the award agreement may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports. Any restrictive markings must also be noted in the distribution limitation section of the Announcement Notice (AN) 241.3. No protected PII should be included.
  6. Provide an abstract or executive summary, which should be a minimum of one paragraph and written in terms understandable by an educated layperson. (Refer to <http://www.osti.gov/stip/standards> for ANSI/NISO guidance as needed.) The abstract included in an application may serve as a model for this.
  7. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, and findings. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the results in a manner that conveys to the scientific community the STI created during the project. To minimize duplication, the report may reference STI, including journal articles, that is publicly accessible. See also #2.



8. For guidance offered by the National Information Standards Organization on typical attributes and content of a technical report, if needed, refer to ANSI/NISO Z39.18-2005 (R2010), Scientific and Technical Reports – Preparation, Presentation, and Preservation (see <http://www.osti.gov/stip/standards>).

Electronic Submission Process: The final scientific/technical report must be submitted via the DOE Energy Link System (E-Link) with a completed electronic version of DOE Announcement Notice (AN) 241.3, “U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI).” The recipient can complete, upload, and submit the DOE AN 241.3 online via E-Link (<https://www.osti.gov/mlink-2413>).

The recipient must mark the appropriate block in the “Intellectual Property/Distribution Limitations” Section of the DOE AN 241.3. Reports that are electronically uploaded must not contain any limited rights data (proprietary data), classified information, protected PII, information subject to export control classification, or other information not subject to release. During the upload process, the recipient must self-certify that no content of this nature is being submitted. For assistance with reports containing such content, contact the Contracting Officer.

## B. Invention Certification (DOE F 2050.11)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient is required to submit an Invention Certification DOE F 2050.11. The Invention Certification form is available at <http://energy.gov/eere/funding/eere-funding-application-and-management-forms>.

The Invention Certification must include a list of all subcontracts at any tier containing a patent rights clause (or state that there were none).

## C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above \$5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at [Post-Award Reporting Forms | GRANTS.GOV](#).

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

## D. Verification of Receipt of Accepted Manuscripts

Recipients are required to submit Accepted Manuscripts of Journal Articles resulting in whole or in part from a DOE-funded project to E-Link (See section 1.C.1. Accepted Manuscript of Journal Article).

As part of the closeout process, DOE will verify that all accepted manuscripts have been submitted. Recipients are required to submit all missing accepted manuscript before closeout is finalized.

## E. Other (see Special Instructions)

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Within 120 calendar days after expiration or termination of the award

## IV. Post-Project Reporting

### A. Scientific and Technical Reporting

Scientific and Technical Reporting requirements as outlined in **I.C. Scientific and Technical Reporting** remain applicable after the award ends. If the recipient has created Scientific and Technical Information (STI) such as publications, conference products, technical reports, book chapters, etc. which include information/data produced under the award, they are required to submit this document to <https://www.osti.gov/elinek/forms.jsp>. Recipients must continue to include proper DOE Acknowledgement and Legal Disclaimer language in all STI. Please see section **I.C. Scientific and Technical Reporting** for additional information on submissions.

Note that after the project ends, recipients are no longer required to submit notification of STI directly to DOE.

### B. Intellectual Property Reporting

Intellectual Property Reporting requirements as outlined in **I.D. Intellectual Property Reporting** remain applicable after the award ends.

Recipients are required to continue submitting intellectual property reports, as applicable, to iEdison <https://public.era.nih.gov/iedison>.

Note that after the project ends, recipients are no longer required to submit notification of intellectual property directly to DOE.

## V. BIL Reporting

## A. Community Benefits Plan

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	As Specified or within five (5) calendar days after the event and Final; within 120 calendar days after expiration or termination of the award.

The Recipient must meet the stated objectives and milestones set forth in its Community Benefits Plan, which is incorporated into the Award as Attachment 5. A report on the Recipient’s progress towards meeting the objectives and milestones set forth in the Community Benefits Plan must be included in the continuation application.

## B. Cybersecurity Plan

Submit to:	<a href="mailto:CR-IJACybersecurityplans@hq.doe.gov">CR-IJACybersecurityplans@hq.doe.gov</a>
Submission deadline:	As Specified within the Cybersecurity Plan or within five (5) calendar days after the event

The Recipient must meet the stated objectives and milestones set forth in its Cybersecurity Plan. A report on the Recipient’s progress towards meeting the objectives and milestones set forth in the Cybersecurity Plan must be included in the continuation application.

## C. Boosting Domestic Manufacturing

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

### 1. Domestic Manufacturing & Critical Materials and Rare Earth Element Mining, Processing, Production & Recycling Capacity

This report applies to projects that support (i.e., construct, establish, retool, re-equip, or retrofit) manufacturing capacity as well as projects that support the mining, processing, production, or recycling of critical minerals or rare earth materials and elements. Recipients of such projects are required to report on direct domestic manufacturing capacity as well as critical materials and rare earth element mining, processing, production, or recycling capacity.

### 2. GHG Emissions & Air Pollutants

This report documents the increases and decreases in pollutants across the effective useful life of the project as well as GHG emissions created through mining, processing, production, or recycling operations projects and indirect changes in GHG emissions resulting from projects.

### 3. Equipment



Recipients must provide a list of all equipment in mining, processing, production or recycling facilities projects that emit pollutants or GHGs onsite in facilities listed in the mining processing & production or recycling tab.

## D. Quality Job Creation

### 1. Direct Jobs

Submit to:	Consult DOE Project Team for URL
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

### 2. Training Outcomes

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

This report on training and training outcomes is required for all projects requiring DBA compliance, those that discuss workforce development or training in statute, as well as any projects where recipients utilize a portion of their BIL funding on workforce development. Only career-track training that focuses on skill development or pathways into career-track training such as pre-apprenticeship should be tracked for this metric. Career-track training leads to an appropriate industry-recognized credential, professional qualification, or license. It teaches broad occupational knowledge and skills that can be applied across a range of technologies, leading to several different career paths. Continuing education allowing incumbent workers to keep up with the latest technology and practices, and to advance in their careers, is another important element of career-track training. This report will also track the number of workforce partnerships involving employers, community-based organizations (CBOs), or labor unions, including partnerships specified in community benefits agreements and project labor agreements, or similar.

Training Outcomes reporting shall be submitted in the form provided by the DOE Project Team.

### 3. Good Jobs Outcomes

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

This report is required of all recipients of BIL funding. To assess activities contributing to growing American jobs, improving the quality of energy jobs, and facilitating equitable access to good jobs and training opportunities, all BIL recipients must report annually on good jobs outcomes.

Good Jobs Outcomes reporting shall be submitted in the form provided by the DOE Project Team.

### 4. Permanent Jobs

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Quarterly; within 30 calendar days after the end of the federal fiscal year quarter

All BIL funding recipients who are creating ongoing operations, maintenance, and production jobs should report the number of hires for each reporting period and associated demographic information.

Permanent Jobs reporting shall be submitted in the form provided by the DOE Project Team

## E. Equity and Justice

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	Quarterly; within 30 calendar days after the end of the federal fiscal year quarter

There are three reports associated with Equity and Justice. All three reports are included on the same form provided by the DOE Project Team. While the reports are included on the same form, some recipients may not need to complete all three. Refer to the checklist at the beginning of this document for applicability.

Equity and Justice reporting shall be submitted in the form provided by the DOE Project Team.

### 1. Community Engagement Process

This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc.



Information in this tab should reflect the objectives outlined in the Community Benefits Plan.

## 2. Engagement Events and Technical Assistance

This report applies to all projects that hold stakeholder engagement events as outlined in their Community Benefits Plan. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

## 3. Community Ownership

This report applies to all projects that build or install new clean energy or climate assets. Recipients should report whether any or all their project will be community owned, as well as the compensation the community will receive.

## F. Pathways to Net Zero

Submit to:	<a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>
Submission deadline:	<b>As Specified</b> , within 30 calendar days after the end of the first quarterly reporting period; <b>Yearly</b> ; within 90 calendar days after the end of the federal fiscal year and <b>Final</b> ; within 120 calendar days after expiration or termination of the award.

There are four reports associated with Pathways to Net Zero. While all four reports are included on the same form, all four reports are not applicable to each project. Refer to the checklist at the beginning of this document for applicability.

Pathways to Net Zero reporting shall be submitted in the form provided by the DOE Project Team.

### 1. Infrastructure Supported

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

### 2. Hydrogen Production

This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of hydrogen fuel production. Hydrogen can be utilized across sectors to generate electricity, replace existing feedstock or fuel in the industrial sector, provide residential and commercial heating, or fuel transportation





Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout.

### **3. Carbon Capture, Removal, Storage**

This report applies to projects that build, or otherwise support the construction or continued operation of carbon capture, carbon removal, carbon storage, or carbon dioxide transport.

Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

### **4. Energy Saved**

This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

## **VI. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information**

### **I. PROTECTED DATA AND LIMITED RIGHTS DATA**

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

#### **A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award**

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time (“Protected Data”). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the

applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

### **B. Limited Rights Data - Data Produced Outside of the Award at Private Expense**

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

**II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION**

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

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