

Table of Contents

Pages 1- 7	Host Site Agreement
Exhibit A	Site Plan and Location of Stations
Exhibit B	Underlying Contract (Statement of Project Objectives)
Exhibit C	Special Terms and Conditions
Exhibit D	Federal Assistance Reporting Checklist

ELECTRIC VEHICLE CHARGING STATION AND CARSHARE HOST SITE AGREEMENT AS PART OF THE “AFFORDABLE MOBILITY PLATFORM” (AMP)

Award Number DE-EE0009864

This Electric Vehicle Charging Station and Carshare Host Site Agreement (this “Agreement”), effective as of _____, 2023 (the “Effective Date”), is entered into by and between Forth, an Oregon nonprofit corporation whose address is 2035 NW Front Avenue, Suite 101, Portland, Oregon 97209 (“Forth”), and City of Las Vegas (“Site Owner”), owning the property located at 6200 Hargrove Ave, Las Vegas, NV 89107(the “Host Site”). Forth and Site Owner are each a “Party” to this Agreement and together are the “Parties.”

Background

Site Owner desires to host 1 electric carshare vehicle(s) as part of Forth’s Department of Energy-funded Affordable Mobility Platform Project (the “Project”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. Electric Vehicle Charging Equipment.

- 1.1. **No Cost for Charging Service.** Site Owner hereby grants Forth an exclusive license to charge the registered carshare vehicle without time limit, meter or energy payment for the project Term. Forth agrees to occupy the Host Site only to the extent reasonably necessary to exercise the license and other rights granted in this Agreement.
 - 1.1.1. Site Owner will include the value of the parking space in Cost Share documentation described in Section 4.1 below.
- 1.2. **Access to Host Site.** During the Term, Site Owner shall provide Forth and its employees, agents, and contractors with access to the Host Site for vehicle

maintenance, cleaning, data collection, and other uses consistent with this Agreement. Forth will attempt to give Site Owner at least 48 hours' prior notice before entering the Host Site; however, factors outside Forth's control may not always permit such prior notice.

- 1.3. **Access to Information.** Site Owner will provide Forth access to Station usage data, including charge event information, such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period, and other anonymized data (collectively, "Data"). No personal identifying information will be collected at the Host Site with the station usage data. Site Owner acknowledges that the Data may be used by Forth for any lawful purpose, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Project. Site Owner hereby expressly grants Forth rights to the Data as described in this paragraph. Accessing the Data may require Site Owner to provide Forth with administrative control of Station software, which the Site Owner shall do promptly upon Forth's request.
- 1.4. **Maintenance.** During the Term, the Site Owner shall be responsible for maintaining the Stations in good working order. Such repair and maintenance shall be at the Site Owner's cost and expense.
- 1.5. **Cost of Electricity.** Site Owner shall be responsible to pay for the cost of electricity associated with the Stations when due.
- 1.6. **Public Use.** During the Term, Site Owner may provide public access to the secondary station port on the Station (the "Public Charging Port"). Site Owner maintains the right to set the approved individuals/usergroups and the price public users pay for the Public Charging Port.

2. Electric Carshare Vehicle

- 2.1. Forth will place 1 vehicle at the Host Site under the Project in the locations depicted on the site plan attached as Exhibit A. It is currently estimated that the vehicle(s) will be made available to program participants by October 31, 2023 and available until at least June 30, 2025. However, such date is only an estimate, and Forth shall not be liable for any delay in the estimated launch date.
- 2.2. **No Cost for Service.** Host Site hereby grants Forth an exclusive license to park the registered carshare vehicle(s) without time limit, meter payment or energy payment for the project Term. Site Owner shall not have the right to permanently relocate the carshare vehicle(s) from the parking areas for which the license has

been granted. Forth agrees to occupy Site Owner's property only to the extent reasonably necessary to exercise the license and other rights granted in this Agreement.

- 2.2.1. Site Owner will include the value of charging the carshare vehicle in Cost Share documentation described in Section 4.1 below.
- 2.3. **Vehicle Availability.** Once launched, Forth or its designated carshare subcontractor (the "Operator") shall be responsible for approving carshare members. The carshare vehicle(s) will be made available to the approved carshare members. Carshare members must pass a Motor Vehicle Records check in line with Operator's insurance policy and complete phone orientation with respect to the obligations of each carshare member. Individuals who may become carshare members include:
 - 2.3.1. Any site resident, staff, or member of the general public
- 2.4. **Carshare Staffing.**
 - 2.4.1. Forth will be available by phone to the Site Owner to resolve inquiries 9am-5pm Monday through Friday, Pacific Time ("Business Hours") for the duration of the Agreement.
 - 2.4.2. Forth or a subcontractor will be available by phone to carshare members 9am-5pm Monday through Friday, local Host Site time, for the duration of the Agreement.
 - 2.4.3. Outside of local hours, there will be a call center available to carshare members for emergency response and inquiries.
- 2.5. **Vehicle Registration and Insurance.** Forth shall ensure proper registration and insurance coverage of licensed carshare vehicles and shall produce proof of registration and insurance stating coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate at the Site Owner's request.
- 2.6. **Maintenance for Vehicles.** Forth shall properly maintain, repair, and clean licensed carshare vehicles at regular intervals at no cost to the Site Owner. Forth reserves the right to take the carshare vehicle offline for these services or other factors (such as cleanliness) that prohibit or adversely affect safe and comfortable use. Forth shall use commercially reasonable efforts to ensure vehicles taken offline for service issues will be placed back into service within 90 days.
- 2.7. **Remove Unauthorized Vehicles from Host Site.** Site Owner must promptly remove (e.g. tow) unauthorized vehicles in the parking space reserved for the Carshare Vehicle.
- 2.8. **Repair and Towing.** Should an accident occur, Forth will have all responsibility, including costs, for towing and repair of the Carshare Vehicle. Should an

accident remove the vehicle from service, Forth shall replace the vehicle within 90 days, unless another solution has been agreed upon in writing by both parties.

- 2.9. **Parking Violations.** Forth shall pay parking violations issued to Carshare Vehicles in full upon notification of the violation unless the violation is being appealed. It is up to the Forth to receive reimbursement from the applicable carshare member.
- 2.10. **Vehicle Branding.** Forth holds exclusive right to brand the vehicle with decals/logos. Requests may be made by Site Owner for local branding, which Forth will consider in good faith.
- 2.11. **Carshare Revenue.** Any earned revenue from carsharing users will be received by Forth and applied as Federal project match.

3. **Site Owner Deliverables**

Site Owner shall be responsible for the following:

- 3.1. **EVSE Installation.** Coordinate with Forth, charging station company, electric utility, and any other subcontractors as needed to ensure proper installation and activation of EV charging stations.
- 3.2. **Miscellaneous Tasks for Carshare Operation.** Complete tasks as reasonably requested by Forth, such as plugging in the vehicle or picking up trash in or around the vehicle. All such tasks will generally be less than thirty (30) minutes of time, are only expected to be completed during regularly scheduled staffing hours, and will be limited to no more than two requests per week. The person responsible for completing the task on behalf of Site Owner does not need to be onsite, but must be able to get to the Host Site during business hours upon request from Forth.
- 3.3. **Staff Training.** Require onsite staff, such as the property manager, to participate in a virtual or in-person training to understand the basics of the program.
- 3.4. **Promotion.** Provide basic awareness of the carshare vehicle and program to residents. Examples include word-of-mouth, physical and digital fliers, and emails.

4. **Cost Share.**

- 4.1. **Cost Share.** Site Owner agrees to commit an in-kind cost share for the Project of at least \$230,000 (a "Cost Share") during the Term.
 - 4.1.1. In-Kind Cost Share: \$5,000 in BP1, **\$200,000** in BP2, \$25,000 in BP3 [SG1]. If Site Owner fails to meet the cost-share obligations in a given Budget Period,

the balance will roll over into the following Budget Period; all Cost Share must be reported by the end of Budget Period 3.

- 4.1.2. This in-kind contribution can be (but not limited to): Annual value of parking space reserved for carshare vehicles (park space rental), Site Owner staff time used towards this program, electricity for vehicle fuel via the Station, or any materials produced related to the program.
- 4.1.3. Site Owner must submit a letter together with supporting evidence of Cost Share contribution to Forth once per quarter, submitted by the following dates: October 15, January 15, April 15, July 15.
- 4.2. **Special Terms and Conditions.** This Agreement is also subject to the special terms and conditions described on the attached Exhibit C.
- 4.3. **Federal Assistance Reporting Checklist.** Attached as Exhibit D is the Federal Assistance Reporting Checklist for the Project. Upon Forth's request, Site Owner agrees to comply with any requirements set forth on Exhibit D.

5. General

- 5.1. **Term.** The term of this Agreement begins on the Effective Date and ends on December 31, 2025 (the "Term"). Any changes in the Term will be agreed upon in writing by Forth and Site Owner.
- 5.2. **Parties.**
 - 5.2.1. "Forth" may cause any employee of Forth or any third party contracted by Forth to fulfill any of the responsibilities, liabilities, or deliverables specified in this Agreement or necessary to complete the Project.
 - 5.2.2. "Site Owner" may cause any staff of the Site Owner, or any third party contracted by Site Owner to deliver services (such as a Property Manager) on behalf of the Site Owner.
- 5.3. **Publicity.** Site Owner shall provide Forth unlimited rights to take, use and publish photographs of the Stations and Host Site, which may be included on printed materials or posted on websites in connection with the Project. Forth and other Project partner logo and branding may not be used or modified without Forth's prior approval.
- 5.4. **Indemnification.** Site Owner and Forth agree to indemnify and hold each other, and the officers, directors, trustees, employees, agents and affiliates of each other harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, attorneys' fees) suffered or incurred by the indemnified parties and/or third parties resulting from or arising out of the indemnifying party's negligent or intentional acts which result in damage to property or injury to person.

- 5.5. **Failure to Comply with Terms of the Program.** In the event that Site Owner fails to comply with any term in this Agreement, Forth shall provide a written notice requesting that the Site Owner address the issue to comply with the Agreement terms. If Site Owner is not in compliance with the Agreement terms within thirty (30) days after delivery of such notice from Forth, Forth reserves the right to repossess the Stations , vehicles, and any other equipment or property provided and to terminate this Agreement.
- 5.6. **Termination for other reasons.** Forth reserves the right to terminate this Agreement upon thirty (30) days' prior written notice to Site Owner for failure to secure a continuation application from the Department of Energy for future funding (Budget Periods 2 and/or 3) or site assessments for installation of Stations coming in outside of a reasonable budget (of Forth's discretion), or for any other matter outside of Forth's control or which materially adversely affects the ability of Forth to perform this Agreement. In cases where Stations are already installed, ownership of Stations will transfer to the Site Owner upon termination of this Agreement under this Section.
- 5.7. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by Forth and the Site Owner.
- 5.8. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights.
- Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of Nevada without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, and operation of the carshare vehicle will be conducted in compliance with all local, State of Nevada, and federal laws and regulations.
- 5.9. **Assignment.** Site Owner may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of Forth. If Site Owner transfers the Host Site to a third party, Forth shall have the option to remove the Stations from the Host Site and terminate this Agreement.
- 5.10. **Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other Project document, this Agreement shall prevail.

- 5.11. **No Property Interest.** This Agreement has granted Forth a license to use the Host Site as described herein, and in no way grants Forth any property interest in the Host Site or any other property owned by Site Owner. Nothing in this Agreement, including the payment of money or lapse of time, is intended to convey any property interest at the Host Site to Forth.
- 5.12. **Notices.** Notices regarding the terms and conditions under this Agreement shall be in writing and shall be considered effective (i) upon personal delivery to the individuals noted below, (ii) one business day after deposit with an overnight courier to the address listed below, (ii) three business days after deposit with the United States Mail, certified, return-receipt requested, or (iii) upon delivery by email with confirmation of receipt:

Forth, an Oregon nonprofit corporation

_____, a _____

By:

(signature)

By:

(signature)

Name:

Name:

Title:

Title:

Date:

Date:

Address:

Address:

Email:

Email:

Phone:

Phone:

APPROVED AS TO FORM:

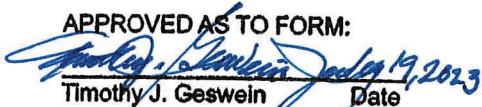

Timothy J. Geswein Date July 19, 2023
Deputy City Attorney

EXHIBIT A

Site Plan and Location of Stations

EXHIBIT B

Underlying Contract (Statement of Project Objectives)

EXHIBIT C

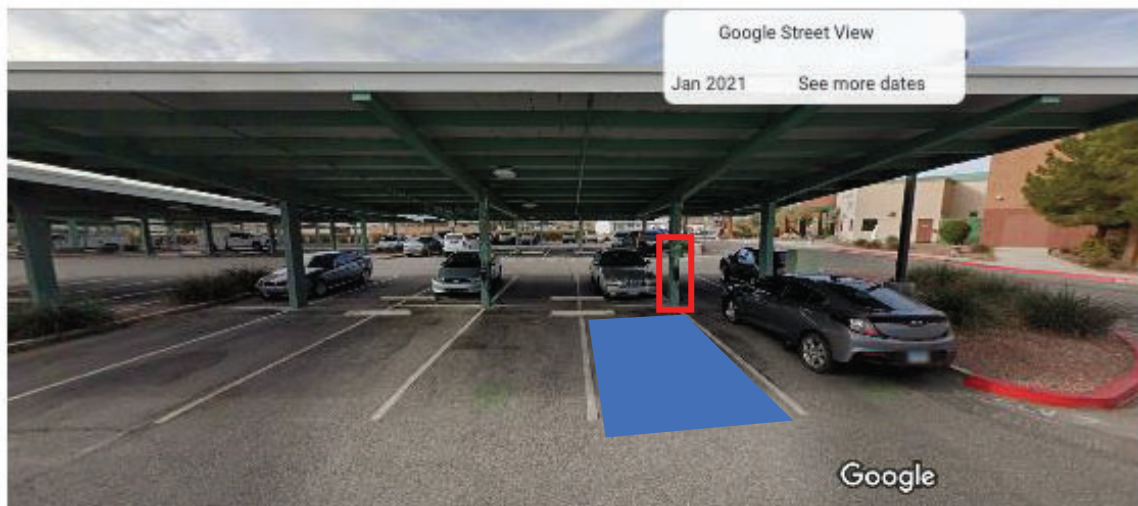
Special Terms and Conditions

EXHIBIT D

Federal Assistance Reporting Checklist

Exhibit A: Site Plan and Location of Stations

Mirabelli Community Center



Key



Charging Station



Carshare parking space

Doolittle Community Center



Key



Charging Station



Carshare parking space

OpConnect HCS-X (40/50/60/80A)



The HCS-X (available in 40/50/60/80A) is a reliable, cost-effective Level 2 charger that operates on 208 three-phase or 240 single-phase Vac and delivers up to 15.3 kW while charging. OpConnect has worked with Clipper Creek to internally network these stations with software to meet smart charging needs. The 25-ft cord provides ample reach for convenient charging. The unit is designed to take the wear and tear of everyday use. The NEMA-4 watertight, rugged enclosure provides safe outdoor installation and protection. It can be wall or pedestal mounted (in dual or quad mount configurations).

KEY FEATURES

- Three-year parts warranty
- Full network capabilities including session data, collecting revenue from drivers, reservations, load management and mobile application (iOS and Android)
- OCPP 1.6/2.0 compliant
- Indoor/outdoor rated fully sealed (NEMA 4) enclosure
- Operating temperatures: -22°F to 122°F (-30°C to 50°C)
- ETL, cETL Listed, ENERGYSTAR
- SAE J1772 compliant
- Optional Cable Management available
- Optional RFID Reader for access control and payment
- Hardware conforms with ADA requirements

TECHNICAL SPECIFICATIONS

Spec	HCS-40/50/60/80
Charging Power	32 Amp / 40 Amp / 48 Amp / 64 Amp
Product Dimensions	19.7"L x 8.9"W x 5.3"D
Output Power (kW)	7.7 kW / 9.6 kW / 11.5 kW / 15.4 kW
Installation	Hardwired (3 foot service whip provided)
Supply Circuit	208/240V, 40/50/60/80A
Warranty	3 years
Charge Cable Length	25 feet
Vehicle Connector Type	Lockable SAE J1772
Accessories Included	SAE J1772 Connector Holster (wall mount); Connector Lock and Keys
Enclosure	Fully Sealed NEMA 4
Environment Rating	Indoor/Outdoor rated
Operating Temperature	-22°F to 122°F (-30°C to +50°C)
Certifications	ETL, cETLus, ENERGYSTAR
Country of Origin	United States of America
Networking Connectivity	Cellular, Ethernet, Wi-Fi, Bluetooth
Codes and Standards	OCPP 1.6J and OpenADR 2.0b compliant

*The HCS family line also comes in a range of power outputs (40/50/60/80A)

Network Specifications

Support Systems	Level 1, Level 2, and DCFC Charging Stations
Smart Phone (iOS and Android) Mobile Application for drivers	
Integration with utility customer management system	
Station owners can have chargers from multiple manufacturers at one site and manage under one platform	
Email and text notifications when charging complete (to drivers)	
Round robin reservation system with notifications to next driver in the queue	
Station owner dashboard	
View real-time charging station status	
View and download usage and revenue reports	
Schedule automatic e-mail delivery of usage and revenue reports	
View open maintenance and support tickets for your chargers (receive e-mail service tickets)	
Flexible Access Control	
Restrict access to authorized users only (e.g. employees only)	
Charge different usage rates for different users (e.g. employees charge for free)	
Station owner can set own rates and update any time with web portal	
Time-of-day rates with weekday vs weekend rates	
Time span rates (e.g. costs increase after a certain time period to increase station turnover)	
Support for credit cards, OpConnect card, Smartphone app	
Portal Administration Functions	
Multiple access levels (Company Admin, User, Maintenance, etc.)	
Data views and ability to control chargers (set rate plans, restrict usage, etc.)	
Load Management	
Load sharing on single circuit breaker or entire load source	
Minimum load per charger 8/10/12/16 amps for HCS-40/50/60/80	

EXHIBIT C

STATEMENT OF PROJECT OBJECTIVES

Affordable Mobility Platform (AMP)

A. OBJECTIVES

The objective of the project is to develop, demonstrate, and deploy a replicable program for expanding clean and affordable electrified transportation to underserved communities through Plug-in Electric Vehicle (PEV) and electric vehicle infrastructure deployment, data analysis, education, and outreach that leverages real world data and lessons learned collected from these communities over the course of the project.

B. SCOPE OF WORK

The project will address underserved communities within the states of New Mexico, Idaho, North Carolina, Michigan, Nevada, Oregon, Washington and Missouri that are adversely impacted by transportation emissions and experience elevated transportation expenses.

The project will be performed in 3 budget periods:

Budget Period 1: Launch & Refinement: Activities include project launch with DOE; planning operations; finalizing agreements and contracts with partners and vendors, clarifying fleet requirements; modifying existing car sharing app to fit the project program; establishing site locations; securing leased vehicles; sourcing and installing charging stations; preparing the sites; staff training and education; data management planning and assessment; implementation of public use of chargers; launching car sharing in targeted communities; beginning to present project at conferences and workshops; hosting regional workshops; and project refinement.

Budget Period 2: Operations & Technical Assistance: Activities include full car sharing operations; project refinement; presenting initial project findings; hosting regional workshops; providing educational sessions with other regional affordable housing fleets; and identifying additional Clean Cities Coalitions in other regions to receive technical assistance

Budget Period 3: Operations & Dissemination: Activities include continued car sharing operations with continuous program improvements; sharing results nationally; hosting regional workshops; refining the project model; providing technical assistance to other Clean Cities Coalitions; helping additional housing partners implement this model; finalizing the pilot and data collection; and producing the final case study.

The overall estimated project outcomes for the following parameters are:

Parameter	Total
Vehicles	
Number of Light Duty Plug-in Electric Vehicle (PEVs)	80
EVSE Infrastructure	
Number of New Level 2 Chargers	80
Number of Vehicle-Hours of Data Accumulated	≥ 8000
Number of New DC Fast Chargers	0
Number of Vehicle Charging Event for Data	≥ 8000
Number of Multi-Family Housing Chargers for Families with No Access to Street Parking	≥ 50
Number of Curbside Chargers for Families with No Access to Street Parking	≥ 5
Outreach	
Number of Education/Outreach/Workforce Training Events	17

C. TASKS TO BE PERFORMED

The following tasks will be performed.

Task 0.0 – Overall Project Management and Planning:

The objectives for the project management portion of the work are to provide project planning, coordination, risk management and reporting as required to successfully achieve the overall objectives of the project.

Task 0.1 – Project Management and Planning:

The Recipient will develop and maintain the Project Management Plan (PMP) and manage and report on activities in accordance with the plan. This task includes the writing of reports, presentation slides, invoice control for subcontractors, and expense tracking. Other aspects include technical updates from subcontractors and attendance at review meetings. The Recipient will maintain an up-to-date Project Management Plan designed to achieve the project objectives and cover the entire Project Period.

Task 0.2 – Kick-Off Meeting:

The recipient will participate in a project kickoff meeting with the Department of Energy (DOE) within 30 days of project initiation.

Budget Period 1: Launch & Refinement

Task 1.1 – Plan Operations: The Recipient will finalize staffing and training plans, identify partners, finalize contracts, finalize the project schedule, and other operating policies and procedures. The project team will finalize the plan to execute the project and work with project team partners to solidify project components and strategies.

Task 1.2 – Affordable housing identification and transportation assessment: The Recipient will identify the affordable housing locations to host car sharing vehicles. In addition, existing fleets will be analyzed within affordable housing locations and where the inclusion of EVs will be most impactful.

Task 1.3 – Establish Site Locations: The Recipient will identify vehicle site locations that reflect serving a variety of users, including the chosen affordable housing organization as well as the public, to leverage multiple market segments. Site inspections will be performed to ensure locations accommodate the system design. Once locations are confirmed, access to the parking spaces will be secured.

Task 1.4 – Secure leased vehicles: The recipient will secure delivery of PEVs.

Task 1.5 – Source charging stations: The recipient will select the mix of charging infrastructure and identify suppliers.

Task 1.6 – Install charging stations: The recipient will install charging infrastructure to include charging equipment testing and software feature enablement.

Task 1.7 – Site preparation: The recipient will add suppliers to the sharing platform and coordinate installation and training. The recipient will install vehicle telematics and software.

Task 1.8 – Customize car share online platform and app: The recipient will customize car-sharing applications as appropriate.

Task 1.9 – Plan training and education: The recipient will create training materials to implement education for community members and well as self-service tutorials for renters. The recipient will plan the project kick-off event to launch the pilot and develop training and educational materials.

Task 1.10 – EV and EVSE Data Analysis: The recipient will collect, analyze and report PEV and charging infrastructure data in accordance with the data management plan.

Task 1.11 – Implementation of EVSE Public Use on Charging Platform: The recipient will initiate the charging infrastructure software platform.

Task 1.12 – Present findings to date at conferences and webinars: The recipient will present project lessons learned and best practices.

Task 1.13 – Host regional workshops: The recipient will host workshops to provide education to local residents and encourage them to use the platform.

Task 1.14 – Project Refinement: The recipient will analyze the data collected, project operations and assess utilization. The recipient will create an online, regularly updated toolkit with data, resources, best practices, and interim reports nested within the recipient's current software systems to ensure consistency and reduce costs and share across the country.

Milestone	Type	Description
Finalize contracts	Technical	Contracts with project and community partners complete
Assessment	Technical	Transportation assessment complete
Secure vehicles	Technical	≥ 60 EVs secured with installed telematics devices
Install EVSEs	Technical	≥ 60 chargers stations installed with software/hardware; 120 parking spaces secured
Kick off	Go/No Go	Project kick-off event/ribbon cutting in at least 5 of the participating project cities.

Continuation: The recipient is **NOT** authorized to initiate any scope in the next budget period without the DOE Contracting Officer's prior written approval in accordance with the award terms and conditions.

Budget Period 2: Operations & Technical Assistance

Task 2.1 – Implementation of EVSE Public Use on Charging Platform: The recipient will update the charging infrastructure software platform.

Task 2.2 – Implementation of Car Sharing Activities: The recipient will update implementation of car sharing activities.

Task 2.3 – Present findings to date at conferences and webinars: The recipient will present project results at conferences and webinars to broaden the project impact.

Task 2.4 – Project Refinement: The recipient will update the online toolkit and continue dissemination of results nationally.

Task 2.5 – Identify additional organizations to receive technical assistance for expanding the program: The recipient will identify other organizations interested in technical assistance on similar projects in other areas with low penetration of EVs.

Milestone	Type	Description
Public availability	Technical	EVSE public use available on EVSE supplier Chargers
Roadmap presentation	Technical	Highlight project at 2023 Roadmap Conference
Communications and Reporting Plan	Technical	Initial resources posted in online toolkit
Confirm Tech Assistance Partners	Go/No Go	Identify \geq five (5) additional organizations, such as Clean Cities Coalitions, utilities, municipalities, and affordable housing providers, to receive technical assistance

Continuation: The recipient is **NOT** authorized to initiate any scope in the next budget period without the DOE Contracting Officer's prior written approval in accordance with the award terms and conditions.

Budget Period 3: Operations & Dissemination

Task 3.1 – Present findings to date at conferences and webinars: The recipient will present project results at conferences and webinars to broaden the project impact.

Task 3.2 – Host regional workshops: The recipient will host workshops to provide education to local residents and encourage them to use the platform.

Task 3.3 – Project Refinement: The recipient will update the online toolkit and continue dissemination of results nationally.

Task 3.4 – Provide technical assistance to other Clean Cities Coalitions: The recipient will provide technical assistance to other areas with low penetration of EVs.

Task 3.5 – Wrap up pilot projects, transition to self-funded car share and data collection: The recipient will work with project partners and community partners to develop a strategy for completing the pilot project and data collection phase.

Task 3.6 – Produce Final Case Study: The recipient will produce a case study that includes a final assessment and evaluation of the project's success in reaching its goals. The report will serve as a roadmap of the project process, identify strengths and weaknesses, and serve as the basis for continued efforts beyond the duration of the project.

Milestone	Type	Description
Webinar Presentations	Technical	Present \geq four (4) webinars, two to clean energy networks and two to affordable housing agency networks
Technical Assistance Delivery	Technical	Provide technical assistance to \geq five (5) additional partners such as Clean Cities Coalitions, utilities, municipalities, and affordable housing providers interested in their own project.
Pilot wrap up	Technical	Wrap-up pilot project and data collection, including long term plan for continuation and expansion of car sharing post pilot project; \geq 50% of project sites following the DOE program's conclusion.
Project Case Study	Technical	Produce a final analysis of outcomes that include the vehicle and charging infrastructure operations/costs and outreach plan for broadly disseminating the approach and learnings at the conclusion of the project.

D. PROJECT MANAGEMENT & REPORTING

Deliverables:

Reports will be submitted in accordance with the attached “Federal Assistance Reporting Checklist” and the instructions accompanying the checklist.

In addition to the reports specified in the "Federal Assistance Reporting Checklist", the Recipient will provide the following to the DOE Project Officer (identified in Block 15 of the Assistance Agreement as the Program Manager):

- Summary of accomplishments and project work report will be prepared for inclusion in the Vehicle Technologies Office annual programmatic progress report. Report will be due by October 31 of each year.
- A Data Management Plan that addresses data collection from project related infrastructure (e.g., equipment description, charging session data, cost/revenue, and maintenance) updated at the end of each BP and at the project’s completion that includes the following at a minimum:
 - Collection of data from project related vehicles (e.g., vehicle description, operation, cost, and maintenance) and infrastructure.
 - Analyses to be performed on vehicle and charging infrastructure operations and costs during the length of the project.
 - The terms and conditions for data use, privacy and security provisions, public dissemination, and all limitations on public dissemination.
 - The methodology to provide all project-related, nonproprietary data to a designated DOE National Laboratory.
- Non-proprietary project data collected from vehicles and supporting infrastructure at the end of each BP in which data was collected and at the project’s completion must be provided to a to-be-determined (TBD) DOE National Laboratory.
- An analysis of the vehicle and charging infrastructure operations and costs at the end of each BP in which data was collected and at the project’s completion.
- A Strategic Deployment/Outreach Plan for broadly disseminating the project approach and learnings during updated at the end of each BP and at the project’s completion that demonstrates project replicability.
- The plan for continuing the project beyond the project period that includes future project participants and funding sources must be provided at the project’s completion.

E. BRIEFING AND TECHNICAL PRESENTATIONS

- The Recipient will prepare detailed briefings for presentation to the Project Officer at the Project Officer’s facility located in Pittsburgh, PA or Morgantown, WV or Washington, DC.

- Briefings will be given by the Recipient to explain the plans, progress, and results of the technical effort approximately twice a year.
- The Recipient will provide and present a technical paper(s) at the Vehicle Technologies Annual Merit Review Meeting held in Washington, DC.
- Additional technical papers will be developed and delivered as appropriate at technical society meetings, or at technical exchange meetings, which may be organized by DOE (not to exceed two per year).

EXHIBIT D

Special Terms and Conditions

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

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

	Assistance Agreement
Attachment 0	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	Data Management Plan
Attachment 6	Diversity, Equity, and Inclusion (DEI) PLAN

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>. Applicable if the Award is for research and the Award is to a university or non-profit.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by EERE.
- Applicable program regulations: None

Table of Contents

Subpart A. General Provisions	4
Term 1. Legal Authority and Effect	4
Term 2. Flow Down Requirement	4
Term 3. Compliance with Federal, State, and Municipal Law	4
Term 4. Inconsistency with Federal Law	4
Term 5. Federal Stewardship	4
Term 6. Substantial Involvement	4
Term 7. Federal Involvement	5
Term 8. NEPA Requirements	7
Term 9. Performance of Work in United States	7
Term 10. Foreign National Participation (August 2021)	8
Term 11. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress	8
Term 12. Reporting Requirements	8
Term 13. Lobbying	9
Term 14. Publications	9
Term 15. No-Cost Extension	10
Term 16. Property Standards	10
Term 17. Insurance Coverage	10
Term 18. Real Property	10
Term 19. Equipment	11
Term 20. Supplies	11
Term 21. Property Trust Relationship	12
Term 22. Record Retention	12
Term 23. Audits	12
Subpart B. Financial Provisions	13
Term 24. Maximum Obligation	13
Term 25. Funding of Budget Periods	13
Term 26. Continuation Application and Funding	13
Term 27. Cost Sharing	14
Term 28. Refund Obligation	15
Term 29. Allowable Costs	16
Term 30. Indirect Costs	16
Term 31. Pre-Award Costs	16
Term 32. Use of Program Income	17
Term 33. Payment Procedures	17
Term 34. Budget Changes	17
Subpart C. Miscellaneous Provisions	18
Term 35. Environmental, Safety and Health Performance of Work at DOE Facilities	18
Term 36. Insolvency, Bankruptcy or Receivership	19
Term 37. Reporting Subawards and Executive Compensation	19
Term 38. System for Award Management and Universal Identifier Requirements	23
Term 39. Nondisclosure and Confidentiality Agreements Assurances	25
Term 40. Subrecipient Change Notification	26
Term 41. Conference Spending	27
Term 42. Subawards to DOE National Laboratories (NETL – December 2020)	27

Term 43.	Recipient Integrity and Performance Matters	28
Term 44.	Export Control Responsibilities (August 2021)	30
Term 45.	Table of Personnel	30
Term 46.	Current and Pending Support	31
Term 47.	Organizational Conflict of Interest	32
Term 48.	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (October 2020)	33
Term 49.	Foreign Government-Sponsored Talent Recruitment Program Prohibition (November 2020)	33
Term 50.	Implementation of Executive Order 13798, Promoting Free Speech and Religious Liberty (November 2020)	34
Term 51.	INTERIM CONFLICT OF INTEREST REQUIREMENTS FOR FINANCIAL ASSISTANCE (FEBRUARY 2022) .	34
Term 52.	Diversity, Equity, and Inclusion (DEI)	34
Term 53.	Fraud, Waste and Abuse	35
Term 54.	INDEMNITY	35

Subpart A. General Provisions

Term 1. Legal Authority and Effect

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

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

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

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

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

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. 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, **except for the TBD location sites/charging stations.** The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

A completed EQ is required for the TBD location sites/charging stations. A separate NEPA review is required for the TBD location sites. This CX covers all activities except the TBD location sites.

Term 9. Performance of Work in United States

A. Requirement

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

B. Failure to Comply

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

C. Waiver for Work Outside the U.S.

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. 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 10. Foreign National Participation (August 2021)

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of this award, the Recipient will be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A “foreign national” is defined as any person who is not a United States citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award. DOE concurrence may be required before a foreign national can participate in the performance of any work under this award.

Approval for foreign nationals from countries identified on the U.S. Department of State’s list of [State Sponsors of Terrorism](#) must be obtained from DOE before they can participate in the performance of any work under this award.

The Recipient must include this term in any subaward and in any applicable contractual agreement(s) associated with this Award.

Term 11. 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 12. 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 13. 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 14. 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 Vehicle Technologies Office Award Number DE-EE0009864."
- **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 include a Data Management Plan, Attachment 5, submitted by the Recipient 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. In the event of a conflict between the Data Rights outlined in the Intellectual Property Provisions, Attachment 4, and the Data Management Plan, the Data Rights outlined in the Intellectual Property Provisions take precedence.

Term 15. 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 16. 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 17. 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 18. 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. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2

CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

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

Term 19. Equipment

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

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

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

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

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

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

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

Term 20. Supplies

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

Term 21. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 22. Record Retention

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

Term 23. 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 the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

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

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

B. Annual 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 200.338, Remedies for Noncompliance.

Subpart B. Financial Provisions

Term 24. 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 25. 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 26. 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 days before the end of each budget period, the Recipient must submit its continuation application as

required in Attachment 2, Federal Assistance Reporting Checklist, with written notification to the DOE Technology 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 objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period. The report must also address the Recipient's progress towards meeting the objectives and milestones set forth in the DEI plan.
- ii. A detailed budget and supporting justification if there are changes to the negotiated budget, or a budget for the upcoming budget period was not approved at the time of award.
- iii. A description of any planned changes from the negotiated Statement of Project Objectives and/or Milestone Summary Table.

B. Continuation Funding

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

- C.** EERE waives prior written approval requirements to carry forward unobligated balances to subsequent periods of performance, in accordance with 2 CFR 200.308(e)(2).

Term 27. Cost Sharing

A. Cost Sharing Obligations

The Recipient must provide the "Cost Share" amount stated in Block 12 of the Assistance Agreement to this Award. EERE and the Recipient's cost share for the total estimated project costs are listed below.

Table 1

Budget Period	Federal Share		Recipient Share		Total Estimated Cost
	\$	%	\$	%	
1	\$1,668,175	50%	\$1,679,777	50%	\$3,347,952
2	\$1,716,338	50%	\$1,726,020	50%	\$3,442,358
3	\$1,635,704	50%	\$1,637,227	50%	\$3,272,931
Total Project	\$5,020,217	50%	\$5,043,024	50%	\$10,063,241

The Recipient must provide its required “Cost Share” amount as a percentage of the total costs on a budget period basis. EERE authorized the Recipient to provide cost share on a budget period basis.

B. Cost Share Obligation If Award Terminated or Discontinued

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

C. Source of Cost Share

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

D. Inability to Comply with Cost Sharing Obligations

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

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

Term 28. Refund Obligation

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

between (1) the total payments received from EERE, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 29. Allowable Costs

EERE determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a 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 30. Indirect Costs

The Recipient has a Federally approved Negotiated Indirect Cost Rate Agreement (NICRA) with an overhead rate of 51.44% and G&A of 7.96% and it applies uniformly across all Federal awards. These costs shall be reconciled or trued up (actual incurred costs) on an annual basis with the Recipient's cognizant agency.

Term 31. Pre-Award Costs

As stated in the Contracting Officer's Pre-Award Costs Letter dated August 25, 2022, the Recipient is authorized to request reimbursement for costs incurred on or after January 1, 2022, 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 32. 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 33. Payment Procedures

A. Method of Payment

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

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

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

D. Payments

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

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and 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 34. 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 35. 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 36. Insolvency, Bankruptcy or Receivership

- A. The Recipient shall immediately, but no later than five days, notify EERE of the occurrence of any of the following events: (1) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (3) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (4) the Recipient's insolvency due to its inability to pay debts generally as they become due.
- B. Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Award.
- C. Upon the occurrence of any of the four events described in paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.
- D. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

Term 37. 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.fsrs.gov>.
 2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

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/excomp.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/execomp.htm>).

- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:

- 1. To the recipient.
- 2. By the end of the month following the month during which the

Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

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.

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 39. 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 40. Subrecipient Change Notification

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

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

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.

- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.329.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.¹
- 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.

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 41. 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 42. Subawards to DOE National Laboratories (NETL – December 2020)

For the purposes of the subaward(s) to the Argonne National Laboratory (ANL), the Recipient shall use the Department's Strategic Partnership Projects program in accordance with the

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

requirements of DOE Order 481.1 Strategic Partnership Projects (SPP) [formerly known as "Work for Others" (WFO)] and the terms and conditions established for that program. This order and the applicable terms and conditions are available at

Term 43. 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 44. Export Control Responsibilities (August 2021)

The Recipient shall comply with all applicable United States export control laws and regulations in the performance of this award and in the distribution and use of resulting work. The Recipient shall be responsible for obtaining the appropriate licenses or other approvals, for the shipment or transfer of export-controlled items, including technology, unless an exemption or exception applies. The Recipient shall also be responsible for obtaining the appropriate licenses or other approvals before authorizing access to any export-controlled items, including technology, by a foreign person or entity in the performance of this award. Under no circumstances may foreign entities (organizations, companies, or persons) receive access to export-controlled items, including technology, unless authorized pursuant to law or regulation.

The Recipient and all subrecipients throughout the award period of performance will maintain formal export control management programs sufficient to support all project activities. The Recipient shall be responsible for oversight of all subrecipients to assure the adequacy of their formal export control management programs.

The Recipient shall immediately report to DOE any export control violations under this award, at the prime or subrecipient level, and the corrective action(s) that will be taken to prevent future violations. The Recipient must notify DOE when an export-controlled item, including technology, is identified for use in this award. Additionally, the Recipient shall provide DOE with sufficient advanced notification of any export control considerations which may require implementation by DOE of export control mitigation measures.

The Recipient shall ensure that the provisions of this term be included in any subaward and in any applicable contractual agreement(s) associated with this award.

Term 45. Table of Personnel

Prior to award, the Recipient submitted the Table of Personnel, which lists individuals performing work on the project, both at the recipient and subrecipient level. During the life of the Award, the Recipient must notify DOE of changes to personnel performing work on the project and submit an updated Table of Personnel as personnel changes occur. The updated Table of Personnel must include the individuals' names, job titles, role in the project, and their organization.

Term 46. Current and Pending Support

Prior to award, the Recipient was required to provide current and pending support disclosure statements for each principal investigator (PI) and senior/key personnel, including subrecipients, 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 for any new PI and senior/key personnel, including subrecipients, 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 the PI and senior/key personnel, including subrecipients, 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. Each PI and senior/key person 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.

Each PI 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.

Term 47. Organizational Conflict of Interest

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

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. Otherwise, DOE may terminate the Award unless continued performance is determined to be in the best interest of the Federal government.

The Recipient is responsible for ensuring subrecipient compliance with this term..

Term 48. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (October 2020)

Recipients and subrecipients are prohibited from obligating or expending federal funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use 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).

- a. 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).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. 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.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in Public Law 115-232, section 889, are recorded in the System for Award Management exclusion list.

Term 49. Foreign Government-Sponsored Talent Recruitment Program Prohibition (November 2020)

Recipients of DOE financial assistance awards and project participants are prohibited from participating in certain foreign-government sponsored talent recruitment programs. The

purpose of this prohibition is to ensure the protection of United States competitive and national security interests and DOE program objectives; prevent potential conflicts of interest; and limit unauthorized transfers of scientific and technical information.

Recipients of financial assistance awards may be required to submit disclosures and/or certifications to ensure compliance with the prohibition; individual certifications and/or disclosures may be required for the Recipient and certain project participants (at the recipient, subrecipient, and contractor levels). Further, to exercise due diligence, Recipients of a financial assistance awards may be required to submit updated disclosures and/or certifications during the life of the award to ensure that neither they nor certain project participants (at the recipient, subrecipient, and contractor levels) are participating in certain foreign government-sponsored talent recruitment programs.

Term 50. Implementation of Executive Order 13798, Promoting Free Speech and Religious Liberty (November 2020)

States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.

Term 51. INTERIM CONFLICT OF INTEREST REQUIREMENTS FOR FINANCIAL ASSISTANCE (FEBRUARY 2022)

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/financial-assistance-letter-no-fal-2022-02>. The interim COI Policy is applicable all non-Federal entities 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 interim COI 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 the DOE financial assistance award. The interim COI Policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects funded wholly or in part under DOE financial assistance awards will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest. The Recipient is subject to the requirements of the interim COI Policy, and the Recipient must certify that it is compliant with all requirements in the interim COI Policy. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities.

Term 52. Diversity, Equity, and Inclusion (DEI)

Prior to award, the Recipient submitted a Diversity, Equity, and Inclusion (DEI) Plan that described the actions the Recipient will undertake to incorporate diversity, equity, and inclusion elements in the project funded under this Award. The Recipient must meet the stated objectives and milestones set forth in its DEI Plan, which is incorporated into the Award as Attachment 5. A report on the Recipient's progress towards meeting the

objectives milestones set forth in the DEI plan must be included in the continuation application.

Term 53. 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 54. INDEMNITY

The Recipient shall indemnify the Government 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 Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

EXHIBIT E



Energy Efficiency &
Renewable Energy

EERE R 540.136-01: Federal Assistance Reporting Checklist (FARC)

Attachment 2

1. Award Number: DE-EE0009864 / 0000	2. Program/Project Title: Affordable Mobility Platform (AMP)	
3. Recipient: Forth		
4. Reporting Requirements (see also the EERE Special Instructions) <i>Detailed instructions included after the Table of Contents</i>	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
<input checked="" type="checkbox"/> A. Research Performance Progress Report (RPPR)	F, Q	A. EERE PMC
<input checked="" type="checkbox"/> B. Financial Report (SF-425)	F, Q	B. EERE PMC
<input type="checkbox"/> C. Scientific and Technical Reporting		
<input type="checkbox"/> 1. Accepted Manuscript of Journal Article(s)	A5, P	C.1. OSTI E-Link
<input type="checkbox"/> 2. Conference Product(s)	A5, P	C.2. OSTI E-Link
<input type="checkbox"/> 3. Technical Report(s)	A5, P	C.3. OSTI E-Link
<input type="checkbox"/> 4. Software & Manual(s)	A5, P	C.4. DOE CODE
<input type="checkbox"/> 5. Dataset(s)	A5, P	C.5. OSTI E-Link Datasets
<input type="checkbox"/> 6. Other STI (Dissertation / Thesis, etc.)	A5, P	C.6. OSTI E-Link
<input type="checkbox"/> D. Intellectual Property Reporting		
<input type="checkbox"/> 1. Intellectual Property Reporting	A5, P	D.1. iEdison
<input type="checkbox"/> 2. Invention Utilization Report	A5, P	D.2. iEdison
<input checked="" type="checkbox"/> E. Project Management Plan (PMP)	A5	E. EERE PMC
<input checked="" type="checkbox"/> F. Special Status Report	A5	F. EERE PMC
<input checked="" type="checkbox"/> G. Continuation Application	A5	G. EERE PMC
<input checked="" type="checkbox"/> H. Other (see Special Instructions)	A5	H. See Special Instructions
II. AWARD MANAGEMENT REPORTING		
<input checked="" type="checkbox"/> A. Participants and Collaborating Organizations	Q	A. EERE PMC
<input checked="" type="checkbox"/> B. Current and Pending Support	A5	B. EERE PMC
<input checked="" type="checkbox"/> C. Demographic Reporting	A5	C. EERE PMC
<input type="checkbox"/> D. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A)	Y	D. EERE PMC
<input checked="" type="checkbox"/> E. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	A5	E. EERE PMC
<input checked="" type="checkbox"/> F. Uniform Commercial Code (UCC) Financing Statements	A5	F. See the Special Instructions and Section II. F. for instructions and due dates
<input checked="" type="checkbox"/> G. Federal Subaward Reporting System (FSRS)	A5	G. FSRS
<input checked="" type="checkbox"/> H. Annual Incurred Cost Proposal	Y180	H. See the Special Instructions and Section II. H. for instructions and due dates
<input type="checkbox"/> I. DOE For-Profit Compliance Audit	O	I. See the Special Instructions and Section II. I. for instructions and due dates
<input checked="" type="checkbox"/> J. Single Audit: States, Locals, Tribal Governments, and Non-Profits	O	J. See section II. J. for instructions and due dates
<input type="checkbox"/> K. Other (see Special Instructions)	A	K. See Special Instructions
III. CLOSEOUT REPORTING		
<input type="checkbox"/> A. Final Scientific/Technical Report	F	A. OSTI E-Link
<input type="checkbox"/> B. Invention Certification (DOE F 2050.11)	F	B. EERE PMC
<input checked="" type="checkbox"/> C. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	F	C. EERE PMC
<input type="checkbox"/> D. Verification of Receipt of Accepted Manuscripts	F	D. See section III.D. for instructions and due dates
<input checked="" type="checkbox"/> E. Other (see Special Instructions)	F	E. See Special Instructions
IV. POST-PROJECT REPORTING		

- ☐ A. Scientific and Technical Reporting
☐ B. Intellectual Property Reporting

P

A. [OSTI E-Link](#)

P

B. [iEdison](#)

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 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/elink-2413>

OSTI E-Link Datasets: <https://www.osti.gov/elink/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.fsrs.gov>

5. EERE Special Instructions:

Recipient's fiscal year end date: 12/31

- ☐ No indirect costs proposed
☐ De minimis rate used

I. Project Management Reporting

E. Project Management Plan (PMP):

Due 45 days after the date of award.

G. Continuation Application:

See Terms and Conditions for instructions on submitting the continuation application.

H. Other:

See also Deliverables section as noted in Attachment 1 Statement of Project Objectives.

Pending and Current Sources of Support. Submit updates to <https://www.eere-pmc.energy.gov/SubmitReports.aspx> and mark as "Other."

Table of Personnel. Submit updates to <https://www.eere-pmc.energy.gov/SubmitReports.aspx> and mark as "Other."

II. Award Management Reporting:

F. Uniform Commercial Code (UCC) Financing Statements:

If a piece of equipment is planned to be purchased by a for-profit recipient or a for-profit subrecipient with either Federal and/or non-Federal funds, and when the DOE share of the award exceeds \$1M, the for-profit recipient or the for-profit subrecipient must record Uniform Commercial Code (UCC) financing statement(s) before being reimbursed for the DOE share of the equipment. A copy of the approved and filed UCC financing statement and/or amendment must be sent to <https://www.eere-pmc.energy.gov/SubmitReports.aspx>. See Federal Assistance Reporting Instructions for additional guidance.

H. Annual Incurred Cost Proposal:

NETL is the Cognizant Federal Agency responsible for negotiating and approving the Recipient's indirect costs. See "EERE Reporting Instructions" for additional guidance.

III. Closeout Reporting:

E. Other:

See also Deliverables section as noted in Attachment 1 Statement of Project Objectives.

Table of Contents

I.	Project Management Reporting.....	6
A.	Research Performance Progress Report (RPPR).....	6
1.	Cover Page	6
2.	Accomplishments	7
3.	Products	9
4.	Participants & Other Collaborating Organizations	11
5.	Impact	11
6.	Changes/Problems	14
7.	Special Reporting Requirements	15
8.	Budgetary Information.....	15
B.	Financial Report SF-425 Federal Financial Report.....	15
C.	Scientific and Technical Reporting	16
1.	Accepted Manuscript of Journal Article	16
2.	Conference Product(s)	17
3.	Technical Report(s).....	18
4.	Software & Manual(s)	18
5.	Dataset(s)	19
6.	Other STI (Dissertation / Thesis, etc.).....	20
D.	Intellectual Property Reporting.....	20
1.	Intellectual Property Reporting.....	20
2.	Invention Utilization Report	21
E.	Project Management Plan (PMP)	22
1.	Revised Plan(s)	22
2.	Content of revised PMP	23
F.	Special Status Reports	25
G.	Continuation Application	27
H.	Other (see Special Instructions)	27
II.	Award Management Reporting.....	27
A.	Participants and Collaborating Organizations	27
B.	Current and Pending Support	30
C.	Demographic Reporting	32

D.	Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)	33
E.	Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C) ..	34
F.	Uniform Commercial Code (UCC) Financing Statements	34
G.	Federal Subaward Reporting System (FSRS)	35
H.	Annual Incurred Cost Proposals	36
I.	DOE For-Profit Compliance Audit.....	36
J.	Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization	37
K.	Other (see Special Instructions)	38
III.	Closeout Reporting.....	38
A.	Final Scientific/Technical Report.....	38
B.	Invention Certification (DOE F 2050.11)	40
C.	Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	40
D.	Verification of Receipt of Accepted Manuscripts.....	41
E.	Other (see Special Instructions)	41
IV.	Post-Project Reporting	41
A.	Scientific and Technical Reporting	41
B.	Intellectual Property Reporting.....	42
V.	Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information	43

EERE 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 EERE. See Appendix A for guidance on Protected PII. *****

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

I. Project Management Reporting

A. Research Performance Progress Report (RPPR)

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

Every quarter, the prime recipient is required to submit a Research Performance Progress Report (RPPR) for the project – i.e., the entirety of work performed by the prime recipient, subrecipients, and contractors – to EERE. The RPPR must include the following information.

Standard Cover Page Data Elements and Reporting Categories

The standard cover page data elements and components shown below comprise the complete RPPR format. Each category in the RPPR is a separate reporting component.

1. Cover Page

- Federal Agency and Organization Element to Which Report is Submitted
- Federal Grant or Other Identifying Number Assigned by Agency
- Project Title
- PD/PI Name, Title and Contact Information (e-mail address and phone number)
- Business Contact Name, Title and Contact Information (e-mail address and phone number)
- Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
- Submission Date
- Unique Entity Identifier (UEI) Number

- i. Recipient Organization (Name and Address)
- j. Project/Grant Period of Performance (Start Date, End Date)
- k. Reporting Period End Date
- l. Current Report Term or Frequency (annual, semi-annual, quarterly, final, other)
- m. 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. Accomplishments

What was done? What was learned?

The information provided in this section allows the agency to assess whether satisfactory progress has been made during the reporting period. The PI is reminded that the grantee is required to obtain prior written approval from the Contracting Officer whenever there are significant changes in the project or its direction. Requests for prior written approval must be submitted to the Contracting Officer.

a. What are the major goals and objectives of this project?

List the major goals of the project as stated in the approved application or as approved by the agency. Describe the proposed technical approach to obtain those goals. If the application lists milestones/target dates for important activities or phases of the project, identify these dates and show actual completion dates or the percentage of completion. Generally, the goals will not change from one reporting period to the next. However, if the awarding agency approved changes to the goals during the reporting period, list the revised goals and objectives. Also explain any significant changes in approach or methods from the agency approved application or plan.

b. What was accomplished under these goals?

For this reporting period describe: 1) major activities; 2) specific objectives; 3) significant results or key outcomes, including major findings, developments, or conclusions (both positive and negative); and/or 4) other achievements. Include a discussion of stated goals not met. As the project progresses, the emphasis in reporting in this section should shift from reporting activities to reporting accomplishments.

c. What opportunities for training and professional development has the project provided?

Describe opportunities for training and professional development provided to anyone who worked on the project or anyone who was involved in the activities supported by the project. “Training” activities are those in which individuals with advanced professional skills and experience assist others in attaining greater proficiency. Training activities may include, for example, courses or one-on-one work with a mentor. “Professional development” activities result in increased knowledge or skill in one’s area of expertise and may include workshops, conferences, seminars, study groups, and individual study. Include participation in conferences, workshops, and seminars not listed under major activities.

If the project was not intended to provide training and professional development opportunities or there is nothing significant to report during this reporting period, state “Nothing to Report.”

d. How have the results been disseminated to communities of interest?

Describe how the results have been disseminated to communities of interest. Include any outreach activities that have been undertaken to reach members of communities who are not usually aware of these research activities, for the purpose of enhancing public understanding and increasing interest in learning and careers in science, technology, and the humanities.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

e. What do you plan to do during the next reporting period to accomplish the goals and objectives?

Describe briefly what you plan to do during the next reporting period to accomplish the goals and objectives.

If there are no changes to the agency-approved application or plan for this project or if this is the final report, state “Nothing to Report.”

3. Products

What has the project produced?

Publications are the characteristic product of research. Agencies evaluate what the publications demonstrate about the excellence and significance of the research and the efficacy with which the results are being communicated to colleagues, potential users, and the public, not just the number of publications. Many projects (though not all) develop significant products other than publications. Agencies assess and report both publications and other products to Congress, communities of interest, and the public.

List any products resulting from the project during the reporting period. 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.

If there is nothing significant to report or if no products were developed during this reporting period, state “Nothing to Report.”

a. Publications, conference papers, and presentations

Report the publication(s) resulting from the work under this award. There is no restriction on the number. However, agencies are most interested in those publications that most reflect the work under this award in the following categories:

Please note: Recipients must use the EERE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website:

<https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).

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. For more information on DMPs, please visit <https://www.energy.gov/eere/funding/eere-digital-data-management>.

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.

4. Participants & Other Collaborating Organizations

[This section has been removed and included as a separate report under Award Management Reporting, "Participants and Other Collaborating Organizations"]

5. Impact

What is the impact of the project? How has it contributed?

Over the years, this base of knowledge, techniques, people, and infrastructure is drawn upon again and again for application to commercial technology and the economy, to health and safety, to cost-efficient environmental protection, to the solution of social problems, to numerous other aspects of the public welfare, and to other fields of endeavor.

The taxpaying public and its representatives deserve a periodic assessment to show them how the investments they make benefit the nation. Through this reporting format, and especially this section, recipients provide that assessment and make the case for federal funding of research and education.

Agencies use this information to assess how their research programs: increase the body of knowledge and techniques; enlarge the pool of people trained to develop that knowledge and techniques or put it to use; and improve the physical, institutional, and information resources that enable those people to get their training and perform their functions.

This component will be used to describe ways in which the work, findings, and specific products of the project have had an impact during this reporting period. Describe distinctive contributions, major accomplishments, innovations, successes, or any change in practice or behavior that has come about as a result of the project relative to: the development of the principal discipline(s) of the project; other disciplines; the development of human resources; teaching and educational experiences; physical, institutional, and information resources that form infrastructure; technology transfer

(include transfer of results to entities in government or industry, adoption of new practices, or instances where research has led to the initiation of a startup company); society beyond science and technology; or foreign countries.

a. What was the impact on the development of the principal discipline(s) of the project?

Describe how findings, results, and techniques that were developed or extended, or other products from the project made an impact or are likely to make an impact on the base of knowledge, theory, and research and/or pedagogical methods in the principal disciplinary field(s) of the project. Summarize using language that a lay audience can understand (Scientific American style). How the field or discipline is defined is not as important as covering the impact the work has had on knowledge and technique. Make the best distinction possible, for example, by using a “field” or “discipline”, if appropriate, that corresponds with a single academic department (i.e., physics rather than nuclear physics).

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

b. What was the impact on other disciplines?

Describe how the findings, results, or techniques that were developed or improved, or other products from the project made an impact or are likely to make an impact on other disciplines.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

c. What was the impact on the development of human resources?

Describe how the project made an impact or is likely to make an impact on human resource development in science, engineering, and technology. For example, how has the project: provided opportunities for research and teaching in the relevant fields; improved the performance, skills, or attitudes of members of underrepresented groups that will improve their access to or retention in research, teaching, or other related professions; developed and disseminated new educational materials; provided scholarships; or provided exposure to science and technology for practitioners, teachers, young people, or other members of the public?

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

d. What was the impact on teaching and educational experiences?

Describe how the project made an impact or is likely to make an impact on teaching and educational experiences. For example, has the project: developed and

disseminated new educational materials; led to ideas for new approaches to course design or pedagogical methods; or developed online resources that will be useful for teachers and students and other school staff?

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

e. What was the impact on physical, institutional, and information resources that form infrastructure?

Describe ways, if any, in which the project made an impact, or is likely to make an impact, on physical, institutional, and information resources that form infrastructure, including: physical resources such as facilities, laboratories, or instruments; institutional resources (such as establishment or sustenance of societies or organizations); or information resources, electronic means for accessing such resources or for scientific communication, or the like.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

f. What was the impact on technology transfer?

Describe ways in which the project made an impact, or is likely to make an impact, on commercial technology or public use, including: transfer of results to entities in government or industry; instances where the research has led to the initiation of a start-up company; or adoption of new practices.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

g. What was the impact on society beyond science and technology?

Describe how results from the project made an impact, or are likely to make an impact, beyond the bounds of science, engineering, and the academic world on areas such as: improving public knowledge, attitudes, skills, and abilities; changing behavior, practices, decision making, policies (including regulatory policies), or social actions; or improving social, economic, civic, or environmental conditions.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

h. What percentage of the award’s budget was spent in foreign country(ies)?

Describe what percentage of the award’s budget was spent in foreign country(ies). If more than one foreign country is involved, identify the distribution between the foreign countries.

U.S.-based recipients should provide the percentage of the budget spent in the foreign country(ies) and/or, if applicable, the percentage of the budget obligated to foreign entities as first-tier subawards.

Recipients that are not U.S.-based should provide the percentage of the direct award received, excluding all first-tier subawards to U.S. entities. If applicable, provide separately the percentage of the budget obligated to non-U.S. entities as first-tier subawards.

6. Changes/Problems

The PD/PI is reminded that the grantee is required to obtain prior written approval from the Contracting Officer whenever there are significant changes in the project or its direction. Requests for prior written approval must be submitted to the Contracting Officer. If not previously reported in writing, provide the following additional information, if applicable: Changes in approach and reasons for change; Actual or anticipated problems or delays and actions or plans to resolve them; Changes that have a significant impact on expenditures; Significant changes in use or care of animals, human subjects, and/or biohazards.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

a. Changes in approach and reasons for change

Describe any changes in approach during the reporting period and reasons for these changes. Remember that significant changes in objectives and scope require prior approval of the Contracting Officer.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

b. Actual or anticipated problems or delays and actions or plans to resolve them

Describe problems or delays encountered during the reporting period and actions or plans to resolve them.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

c. Changes that have a significant impact on expenditures

Describe changes during the reporting period that may have a significant impact on expenditures, for example, delays in hiring staff or favorable developments that enable meeting objectives at less cost than anticipated.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

d. Significant changes in use or care of human subjects, vertebrate animals, biohazards, and/or select agents

Describe significant deviations, unexpected outcomes, or changes in approved protocols for the use or care of human subjects, vertebrate animals, biohazards and/or select agents during the reporting period. If required, were these changes approved by the applicable institution committee and reported to the agency? Also specify the applicable Institutional Review Board/Institutional Animal Care and Use Committee approval dates.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

e. Change of primary performance site location from that originally proposed

Identify any change to the primary performance site location identified in the proposal, as originally submitted.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

7. Special Reporting Requirements

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

8. Budgetary Information

This component will be used to collect budgetary data from the recipient organization. The information will be used in conducting periodic administrative/budgetary reviews. Budgetary data identified and required by the Contracting Officer should be submitted in an Excel spreadsheet format.

B. Financial Report SF-425 Federal Financial Report

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

Every quarter, the prime recipient is required to submit a completed SF-425 for the project to EERE, covering the entirety of work performed by the prime recipient, subrecipients, and

contractors – to EERE. A fillable version of the SF-425 is available at <https://www.energy.gov/eere/funding/eere-funding-application-and-management-forms>.

C. 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 http://www.osti.gov/elink-2413
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. Please see the Accepted Manuscript FAQ <https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports> for more information.

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 EERE 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 (additional information can be found at the EERE Communications Standards website: <https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).

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. For more information on DMPs, please visit <https://www.energy.gov/eere/funding/eere-digital-data-management>.

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 http://www.osti.gov/elink-2413
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 (additional information can be found at the EERE Communications Standards website: <https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).

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.

For more information, please review the Conference Products FAQ at <https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports>.

3. Technical Report(s)

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

The 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 (additional information can be found at the EERE Communications Standards website: <https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).

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: https://www.osti.gov/doecode/
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 https://www.osti.gov/mlink/241-6-submission.jsp
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:	http://www.osti.gov/mlink-2413
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>).

D. Intellectual Property Reporting

1. Intellectual Property Reporting

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

iEdison requires a login and password. If the recipient's organization does not already have an iEdison administrator account, the recipient may register for one at: [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.

Please review the Invention Reporting FAQs

<https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports> for more information.

2. Invention Utilization Report

Submit to:	http://www.iEdison.gov
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.

E. Project Management Plan (PMP)

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

Iterations and Maintenance

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

Application Draft

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

Negotiation Draft

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

Active Plan

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

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.

Guidance on TRL levels can be found here:

<https://www.energy.gov/eere/funding/downloads/guidance-documents>.

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 4 above) and Project Timeline (Item 6 below); for example, Funding and Costing information could be shown as an overlay on milestone or timeline charts.

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 4 above). The timeline should also show the relationship to the Project Costing Profile (Item 5 above). If

applicable, the timeline should include activities and milestones related to achieving succeeding TRLs.

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.

F. Special Status Reports

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
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 EERE:

1. Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the EERE award;
2. Refusal of a subrecipient to accept flow down requirements in the Special Terms and Conditions and/or any Attachment to the EERE award;
3. Potential or actual violations of federal, state, and municipal laws arising out of or relating to work under the award;
4. Any improper claims or excess payments arising out of or relating to work under the award;
5. Potential or actual violations of the cost share requirements under the award;
6. Potential or actual noncompliance with EERE or DOE reporting requirements under the award;
7. Potential or actual violations of the lobbying restrictions in the award;
8. Potential or actual bankruptcy/insolvency of the prime recipient or subrecipient;
9. Potential or actual violation of U.S. export control laws and regulations arising out of or relating to the work under the award;
10. Any fatality or injuries requiring hospitalization arising out of or relating to work under the award;
11. Potential or actual violations of environmental, health, or safety laws and regulations, any significant environmental permit violation, and any incident which causes a significant process or hazard control system failure;
12. Any event which is anticipated to cause a significant schedule slippage or cost increase;
13. Any damage to Government-owned equipment in excess of \$50,000;

14. Developments that have a significant favorable impact on the project; and,
15. Any incident arising out of or relating to work under the award that has the potential for high visibility in the media.

G. Continuation Application

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
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.

H. Other (see Special Instructions)

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

II. Award Management Reporting

A. Participants and Collaborating Organizations (Research Performance Progress Report, Section 4)

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

The information requested in this report was previously included in Section 4, Participants and Collaborating Organizations, in the Research Performance Progress Report (RPPR).

1. Who has been involved?

Agencies need to know who has worked on the project to gauge and report performance in promoting partnerships and collaborations. The following information on participants and other collaborating organizations was provided during award negotiations. Any new or updated information must be provided on a quarterly basis:

a. What individuals have worked on the project?

Provide the following information for: (1) Project director(s)/Principal investigator(s) (PDs/PIs); 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). Please note that such reporting does not constitute a formal institutional report of effort on the project, but rather is used by agency program staff to evaluate the progress of the project during a given reporting period.

i. Provide the name and identify the role the person played in this project.

Indicate the total number of months (including partial months) (Calendar, Academic, Summer) that the individual worked on this project. Using the project roles identified below, select the most senior role in which the person worked on the project for any significant length of time. For example, if an undergraduate student graduated, entered graduate school, and continued to work on the project, show that person as a graduate student, preferably explaining the change in involvement.

ii. Project Roles:

PD/PI
Co PD/PI
Faculty
Community College Faculty
Technical School Faculty
K-12 Teacher
Postdoctoral (scholar, fellow or other postdoctoral position)
Other Professional
Technician
Staff Scientist (doctoral level)
Statistician
Graduate Student (research assistant)
Non-Student Research Assistant
Undergraduate Student
Technical School Student
High School Student
Consultant
Research Experience for Undergraduates (REU) Participant
Other (specify)

iii. Describe briefly how this person contributed to this project.

If information is unchanged from a previous progress report, provide the name only and indicate "no change."

iv. Identify the person's state, U.S. territory, and/or country of residence.

State whether this person has collaborated internationally.

If the participant was U.S.-based, state whether this person collaborated internationally with an individual located in a foreign country and specify whether the person traveled to the foreign country as part of that collaboration, and, if so, what the duration of stay was. The foreign country(ies) should be identified.

If the participant was not U.S.-based, state whether this person traveled to the U.S. or another country as part of a collaboration, and, if so, what the duration of stay was. The destination country should be identified.

Example:

- Name: Mary Smith
- Total Number of Months: 5.5
- Project Role: Graduate Student
- Researcher Identifier: 1234567
- Contribution to Project: Ms. Smith has performed work in the area of combined error-control and constrained coding.
- State, U.S. territory, and/or country of residence: Michigan, U.S.A.
- Collaborated with individual in foreign country: Yes
- Country(ies) of foreign collaborator: China
- Travelled to foreign country: Yes
- If traveled to foreign country(ies), duration of stay: 5 months

b. What other organizations have been involved as partners?

Describe partner organizations – academic institutions, other nonprofits, industrial or commercial firms, state or local governments, schools or school systems, or other organizations (foreign or domestic) – that have been involved with the project. Partner organizations may provide financial or in-kind support, supply facilities or equipment, collaborate in the research, exchange personnel, or otherwise contribute.

Provide the following information for each partnership:

- Organization Name:
- Location of Organization: (if foreign location list country)
- Partner's contribution to the project: (identify one or more)
 - Financial support;
 - In-kind support (e.g., partner makes software, computers, equipment, etc., available to project staff);
 - Facilities (e.g., project staff use the partner's facilities for project activities);
 - Collaborative research (e.g., partner's staff work with project staff on the project);

- Personnel exchanges (e.g., project staff and/or partner’s staff use each other’s facilities, work at each other’s site); and
- Other.
- More detail on partner and contribution (foreign or domestic).

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

c. Have other collaborators or contacts been involved?

Some significant collaborators or contacts within the recipient’s organization may not be covered by “What people have worked on the project?” Likewise, some significant collaborators or contacts outside the recipient’s organization may not be covered under “What other organizations have been involved as partners?”

For example, describe any significant:

- Collaborations with others within the recipient’s organization, especially interdepartmental or interdisciplinary collaborations;
- Collaborations or contact with others outside the organization; and
- Collaborations or contacts with others outside the United States or with an international organization.

Identify the state(s), U.S. territory(ies), or country(ies) of collaborations or contacts.

It is likely that many recipients will have no other collaborators or contacts to report.

If there is nothing significant to report during this reporting period, state “Nothing to Report.”

B. Current and Pending Support

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within thirty (30) calendar days after the event

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.

C. Demographic Reporting

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
Submission deadline:	Within 30 days after issuance of award

DEMOGRAPHIC INFORMATION FOR SIGNIFICANT CONTRIBUTORS (Research Performance Progress Report, Appendix)

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.

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).

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

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

The prime recipient must submit an annual inventory of 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 <https://www.energy.gov/eere/funding/eere-funding-application-and-management-forms>.

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

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
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 <https://www.energy.gov/eere/funding/eere-funding-application-and-management-forms>.

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 EERE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

F. Uniform Commercial Code (UCC) Financing Statements

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
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:	https://www.fsrs.gov/
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"> • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); OR • PricingGroup@netl.doe.gov (if NETL is Cognizant) <p>Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.</p>
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year

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).

Recipients are strongly encouraged to self-assess their ICP using the DCAA ICP Adequacy Checklist to ensure an adequate submission. The ICP must be, reconciled to the recipient's financial statements, within six months after the close of the recipient's fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs. The format and content of the incurred cost proposal should follow the Defense Contract Audit Agency's (DCAA) ICE (Incurred Cost Electronically) Model in order to be considered an adequate proposal. DCAA's ICE Model and Adequacy Checklist can be found on the DCAA website at:

<https://www.dcaa.mil/Home/ICEmodel> and
<https://www.dcaa.mil/Home/ICSubmissionAdequacy>.

I. DOE For-Profit Compliance Audit

Submit to:	<p>Email a copy of the annual DOE For-Profit Compliance Audit to:</p> <ul style="list-style-type: none"> • DOE-Audit-Submission@hq.doe.gov and • The DOE Contracting Officer • For awards administered by the DOE NETL Office, also email a copy to PricingGroup@netl.doe.gov
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)

As required by 2 CFR 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 - https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)

As required by 2 CFR 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.

K. Other (see Special Instructions)

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

III. Closeout Reporting

A. Final Scientific/Technical Report

Submit to:	DOE Energy Link System (E-Link) available at http://www.osti.gov/elink-2413
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 EERE award number; sponsoring program office; name of recipient; project title; name of project director/principal investigator; and consortium/team members.

4. Include the EERE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions (additional information can be found at the EERE Communications Standards website:
<https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>).
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.

For more information, please see the Final Technical Report FAQs

<https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports>.

B. Invention Certification (DOE F 2050.11)

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
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).

For more information, please see the Intellectual Property Reporting FAQs

<https://www.energy.gov/eere/funding/downloads/quarterly-and-annual-reports>.

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

Submit to:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
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

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

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 EERE 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 an EERE-funded project to E-Link (See section 1.C.1. Accepted Manuscript of Journal Article).

As part of the closeout process, EERE 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:	https://www.eere-pmc.energy.gov/SubmitReports.aspx
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/elink/forms.jsp>. Recipients must continue to include proper EERE Acknowledgement and Legal Disclaimer language in all STI (<https://www.energy.gov/eere/communicationstandards/eere-branded-publications-developed-third-parties>). 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 EERE.

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 EERE.

V. 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 EERE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for up to five years after the data is produced ("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 as set forth in the IP clause set of the award agreement.

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 EERE, the recipient should review the award agreement. In most EERE awards, the recipient should not deliver any limited rights data to EERE if the recipient wants to protect the Limited Rights Data. If the EERE 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 EERE. 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).