

Special Terms and Conditions

United States Advanced Battery Consortium, LLC (“recipient”), which is identified in Block 5 of the Assistance Agreement, and the United States Department of Energy (“DOE”), enter into this award, referenced above, to achieve the project objectives, technical milestones and deliverables stated in the Attachments to this award.

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

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Statement of Project Objectives and Milestone Summary Table
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Data Management Plan (DMP)

The following are incorporated into this award by reference:

- DOE Assistance Regulations, 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910 (subject to any deviations issued pursuant to [2 CFR 910.133](https://www.ecfr.gov/current/title-2)) at <https://www.ecfr.gov/current/title-2>.
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp> (as applicable).
- National Policy Requirements (November 12, 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- The recipient’s application/proposal as approved by DOE.

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

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

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

Term 2. Flow Down Requirement

The recipient agrees to apply the terms and conditions of this award, including the Intellectual Property Provisions, to all subrecipients (and contractors, as appropriate). See, 2 CFR 200.101(b)(2) through (b)(5), 2 CFR 200.327, and 2 CFR 200.332.

Term 3. Pre-Award Information

Prior to award, the recipient was required to provide certain information, disclosures, representations, and certifications. Certification of the information was required by the recipient's authorized representative on behalf of the recipient, via the pre-award information sheet. If there are any changes to the provided information, disclosures, representations, and/or certifications throughout the life of the award, the recipient must notify the DOE Grants Officer, in writing, within fifteen (15) business days of the changes, unless a different notification period is specified in an applicable law or controlling term, in which case the specific period controls.

Term 4. 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 5. 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 6. Federal Stewardship

DOE 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 7. Whistleblower Protections

As provided in 2 CFR 200.217, an employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections.

Term 8. Termination

This award may be terminated in part or in its entirety in accordance with 2 CFR 200.101(b)(2).

Term 9. Substantial Involvement

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

- DOE shares responsibility with the recipient for the management, control, direction, and performance of the project;
- DOE 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;
- DOE may redirect or discontinue funding the project based on the outcome of DOE's evaluation of the project at the Go/No Go decision point;
- DOE participates in major project decision-making processes.

Term 10. 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 DOE. Review meetings enable DOE to assess the work performed under this award and determine whether the recipient has timely achieved the technical objectives (and milestones) and deliverables stated in Attachment 1 to this award.

DOE 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. DOE 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:

1. The recipient's technical progress compared to the technical objectives (and Milestone Summary Table) stated in Attachment 1 to this award.
2. The recipient's actual expenditures compared to the approved budget in Attachment 3 to this award.
3. Other subject matter specified by the DOE Technology Manager/Federal Project Manager.

B. Project Meetings

The recipient is required to notify DOE 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 DOE, the recipient is required to provide DOE 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

DOE'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.

Recipient must conduct two on site visits per year at each subrecipient to ensure compliance with the Terms and Conditions of the agreement with the subrecipient and to monitor each of the subrecipient's progress. Representatives from DOE and DOE National Labs may accompany the Recipient for the site visits.

D. Go/No Go Decisions

Attachment 1 to this award establishes Go/No Go decision points. For each Go/No Go decision point, DOE 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, DOE 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, DOE may renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this award. In the alternative, DOE 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. DOE Access

The recipient must provide any information, documents, site access, or other assistance requested by DOE for the purpose of its federal stewardship or substantial involvement.

Term 11. Risk-Based Review of Project Participation

All project participants are subject to a DOE risk review. The risk review of covered individuals includes but is not limited to the review of resumes and disclosures, as required in the award. DOE reserves the right to ask for disclosures on project participants not defined as covered individuals. The recipient need not submit any additional information on non-covered individuals, unless requested by DOE. The volume and type of information collected may depend on various factors associated with the award.

Note this review is separate and distinct from DOE Order 142.3B "Unclassified Foreign National Access Program".

Term 12. Post-Award Due Diligence Reviews

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

Term 13. 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, DOE 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 Grants Officer and the DOE NEPA Determination. The recipient is thereby authorized to use federal funds for the defined project activities,

subject the recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this award.

Condition(s):

The planned sub-recipients are TBD. Additional NEPA reviews are required for the planned TBD sub-recipients.

This authorization is specific to the project activities and locations as described in the SOPO approved by the Grants Officer and the DOE NEPA Determination.

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

Term 14. Performance of Work in United States

A. Requirement

All work performed under this award must be performed in the United States unless the Grants 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 requirements of this term, the Grants 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 of if the work is performed by the recipient, subrecipients, contractors or other project partners.

C. Waiver for Work Outside the U.S.

All work performed under this award must be performed in the United States. However, the Grants 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 Grants Officer prior to conducting any work outside the United States. To request a waiver, the recipient must submit a written waiver request to the Grants Officer, which includes the information as required in the NOFO that the award was selected under.

For the rationale, the recipient must demonstrate to the satisfaction of the Grants Officer

that the performance of work outside the United States would further the purposes of the NOFO that the award was selected under and is in the economic interests of the United States. The Grants Officer may require additional information before considering such request.

Term 15. 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 16. 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. If the award authorizes protected data for a period of time, the recipient must also submit a publicly releasable version of the final technical report for immediate dissemination.

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 17. 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 18. 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 Vehicles Technology Office (VTO) award Number DE-EE0011268.”
- *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.”

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

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

Term 19. One Time No-Cost Extension

As provided in 2 CFR 200.308(g)(2), the recipient must provide the Grants Officer with written notice in advance if it intends to utilize a one-time, no-cost extension of this award. The notification must include the supporting justification and a revised period of performance. The recipient must submit this notification in writing to the Grants Officer and DOE Technology Manager/Federal Project Manager at least 10 days before the end of the current budget period. This paragraph does not preclude the federal agency from approving further no-cost extensions to the federal award.

Any no-cost extension will not alter the project scope, deliverables, budget, or milestones (if

applicable) of this award.

Term 20. 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 21. 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 22. Intangible Property

Title to intangible property acquired under a federal award vests upon acquisition in the recipient or subrecipient. Intangible property includes trademarks, copyrights, data (including data licenses), websites, IP licenses, trade secrets, patents, patent applications, and property such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership either tangible or intangible property, such as intellectual property, software, or software subscriptions or licenses.

See 2 CFR Part 200.315 for additional requirements pertaining to intangible property acquired under a federal award.

Also see 2 CFR Part 910.362 for amended requirements for Intellectual Property for for-profit requirements.

Term 23. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under the federal award will conditionally vest upon acquisition in the recipient or subrecipient. The recipient or subrecipient cannot encumber its title or other interests and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by federal statutes or the federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. When real property is no longer needed for the originally authorized purpose, the recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity.

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

Term 24. Equipment

Subject to the conditions provided in 2 CFR 200.313, and 2 CFR 910.360 (as applicable), title to equipment (property) acquired under the federal award will conditionally vest upon acquisition with the recipient or subrecipient. The recipient or subrecipient must not encumber this property or permit encumbrance without prior written approval of the Grants Officer 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.

Indian Tribes must use, manage, and dispose of equipment acquired under a federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313.

The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the federal award. When no longer needed for the originally original project or program, 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).

Equipment with a current per unit fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency or pass-through entity, as specified in 2 CFR 200.313(e)(1) and 2 CFR 910.360 (as applicable).

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 recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity. However, pursuant to the FY23 Consolidation Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309, the Secretary, or a designee of the Secretary may, at their discretion, vest unconditional title or other property interests acquired under this project regardless of the fair market value of the property at the end of the award period of performance.

Subject to vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (a) items of equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the federal agency or pass-through entity; (b) the recipient or subrecipient may retain title or sell the equipment after compensating the federal agency as described in 2 CFR 200.313(e)(2); or (c) transfer title to the federal agency 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 for-profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 25. 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 26. Continued Use of Real Property and Equipment

Real property and equipment purchased with project funds (federal share and recipient cost share) under this award are subject to the requirements at 2 CFR 200.311, 200.313, and 200.316 (recipient or subrecipient, except for-profit entities) and 2 CFR 910.360 (for-profit entities). The recipient may continue to use the real property and equipment after the conclusion of the award period of performance so long as the recipient and/or subrecipient:

1. continues to use the property for the authorized project purposes;
2. complies with the applicable reporting requirements and regulatory property standards;
3. as applicable to for-profit entities, UCC filing statements are maintained; and
4. submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Grants Officer.

The recipient must request authorization from the Grants Officer to continue to use the property for the authorized project purposes beyond the award period of performance ("Request for Continued Use"). The recipient's written Request for Continued Use must identify the property and include: a summary of how the property will be used (must align with the authorized project purposes); a proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the recipient expects to submit disposition instructions); acknowledgement that the recipient shall not sell or encumber the property or permit any encumbrance without prior written DOE approval; current fair market value of the property; and an Estimated Useful Life or depreciation schedule for equipment.

When the property is no longer needed for authorized project purposes, the recipient must request disposition instructions from DOE. For-profit entity disposition requirements are set forth at 2 CFR 910.360. Property disposition requirements for other entities are set forth in 2 CFR 200.310 – 200.316.

Term 27. Property Trust Relationship

Real property, equipment, and intangible property acquired or improved with the federal award must be held in trust by the recipient or subrecipient 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 28. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the recipient and subrecipient must retain all federal award records.

Term 29. Audits

A. Government-Initiated Audits

The recipient must provide any information, documents, site access, or other assistance requested by 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 adopted and supplemented by 2 CFR part 910, DOE may audit or review the recipient's financial records or administrative records relating to this award at any time. Audits or reviews may be performed to determine if the recipient has an adequate financial management system to estimate, bill, and record federal government expenditures in accordance with the criteria in 2 CFR 200.302, Generally Accepted Accounting Principles (GAAP), Generally Accepted Government Accounting Standards (GAGAS), and Standard Form 1408. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the period of performance (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. In the alternative, a for-profit recipient that expends \$1,000,000 or more in federal awards during that entity's fiscal year may have a compliance audit conducted for that year in accordance with 2 CFR 910.500 through 910.521.

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the recipient. To minimize expense, the recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on recipient entity type) has not been

performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 30. Site Visits and Recipient Administrative Organizational Reviews

DOE's authorized representatives have the right to make site visits and conduct recipient Administrative Organizational Reviews to review the project and management control systems and to provide technical assistance, as appropriate. The recipient must provide, and must require its subrecipients and contractors to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. DOE will make reasonable efforts to ensure these site visits do not interfere with or unduly delay project work.

Term 31. Indemnity

The recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Subpart B. Financial Provisions

Term 32. Maximum Obligation

The maximum obligation of DOE for this award is the total "Funds Obligated" as stated in Block 13 of the Assistance Agreement to this award. Additional federal funding is contingent upon (1) recipient's demonstrated substantial progress towards meeting the objectives of the award; (2) availability of federal funds appropriated by Congress for the purpose of this program; and (3) the availability of future-year budget authority.

Term 33. Funding of Budget Periods

DOE 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 the following:

1. availability of federal funds appropriated by Congress for the purpose of this program;
2. the availability of future-year budget authority;
3. substantial progress towards meeting the objectives of the recipient's approved application;

4. recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this award;
5. recipient's submittal of required reports;
6. recipient's compliance with the terms and conditions of the award;
7. the recipient's submission of a continuation application;
8. written approval of the continuation application by the Grants Officer; and
9. DOE's Go/No-Go decision.

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

Term 34. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period within a previously approved period of performance. At least 90 calendar days before the end of each budget period, the recipient must submit its continuation application to the DOE as required in Attachment 2, Federal Assistance Reporting Checklist, with written notification to the Technology Manager/Federal Project Manager and the DOE Award Administrator that it has been submitted. The continuation application includes the following information:

1. A report on the recipient's progress towards meeting the objectives (and milestones) of the project set forth in the Statement of Project Objectives, any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
2. 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.
3. 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 the following:

1. the availability of funds appropriated by Congress for the purpose of this program;
2. the availability of future-year budget authority;
3. recipient's compliance with the terms and conditions of the award;
4. recipient's technical progress compared to technical objectives (or Milestone Summary Table) stated in Attachment 1, Statement of Project Objectives;

5. recipient's submittal of required reports;
6. the recipient's submission of a continuation application;
7. written approval of the continuation application by the Grants Officer; and
8. DOE's Go/No-Go decision.

C. Waiver of Prior Written Approval Requirements

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

Term 35. 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. DOE and the recipient's cost share for the total estimated project costs are listed below.

Table 1

Budget Period	DOE Cost Share		Recipient Cost Share		Total Estimated Costs
	\$	%	\$	%	
1	\$8,044,573	66.5%	\$4,050,638	33.5%	\$12,095,211
2	\$14,195,650	66.9%	\$7,031,929	33.1%	\$21,227,579
3	\$15,904,723	67.1%	\$7,790,065	32.9%	\$23,694,788
4	\$13,731,873	67.6%	\$6,568,152	32.4%	\$20,300,025
5	\$8,123,181	66.3%	\$4,129,250	33.7%	\$12,252,431
Total Project	\$60,000,000	67.0%	\$29,570,034	33.0%	\$89,570,034

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

B. Cost Share Obligation If Award Terminated or Discontinued

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

C. Source of Cost Share

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

D. Inability to Comply with Cost Sharing Obligations

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

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

Term 36. Refund Obligation

The recipient must refund any excess payments received from DOE, including any costs determined unallowable by the Grants Officer. At the end of the period of performance (or the termination of the award, if applicable), the recipient must refund to DOE the difference between (1) the total payments received from DOE, 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 37. Allowable Costs

DOE determines the allowability of costs in accordance with 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910, and Federal Acquisition Regulations (FAR) Subpart 31.2 (48 CFR 31.2) (as applicable). All project costs must be allowable, allocable, and reasonable. The recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by federal funds, costs claimed by its subrecipients and project costs that the recipient claims as cost sharing, including in-kind contributions. The recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with the appropriate cost principles. Upon request, the recipient is required to provide such records to DOE. Such records are subject to audit. Failure to provide DOE adequate supporting documentation may result in a determination by the Grants Officer that those costs are unallowable.

Term 38. Foreign Travel

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

- To initiate a foreign travel request, submit a foreign work waiver. See Performance of Work in the United States (Foreign Work Waiver) above for details.
- Foreign travel that typically isn't subject to foreign work waivers (e.g., foreign travel to conferences, scholarly workshops, or symposia) still requires a foreign work waiver if the travel is to a foreign country of risk (China, Russia, North Korea, Iran).

All international travel must comply with the International Air Transportation Fair Competitive

Practices Act of 1974 (49 USC 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between, or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

Term 39. Indirect Costs

A. Indirect Cost Allocation:

All Recipient labor costs are supplied by the three member companies of USCAR LLC which is the sole member of the Recipient. Each member company has a federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes; the NICRA 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. An updated rate proposal or NICRA is required if the Recipient requests to bill the DOE higher billing rates than those listed in the current NICRA.

B. Fringe Cost Allocation:

All Recipient’s labor costs are supplied by the three member companies of USCAR LLC which is the sole member of the Recipient. Each member company handles their Fringe benefit costs according to their federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes; the NICRA and it applies uniformly across all federal awards.

C. Subrecipient Indirect Costs (If Applicable):

The recipient must ensure its subrecipient’s indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this award and 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910.

D. Indirect Cost Stipulations:

1. Modification to Indirect Cost Billing Rates

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

The recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator to increase indirect cost billing rates. If the Grants Officer provides prior written approval, the recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this award.

2. Award Closeout

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

Term 40. Pre-Award Costs

As stated in the Grants Officer's Pre-Award Costs Letter dated May 29, 2024, the recipient is authorized to request reimbursement for costs incurred on or after June 1, 2024, if (1) such costs are allowable in accordance with 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910 and Federal Acquisition Regulation (FAR) Subpart 31.2 (48 CFR 31.2) – (as applicable), (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 Grants 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 Grants Officer override these NEPA requirements to obtain the written authorization from the Grants Officer prior to taking any action that may have an adverse effect on the environment or limit the choice of reasonable alternatives.

Term 41. Use of Program Income

If the recipient earns program income during the period of performance as a result of this award, the program income must be added to the total allowable costs, increasing the overall total amount of the federal award (see 2 CFR 200.307 (b)(2)).

Term 42. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through ACH.

B. Requesting Reimbursement

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

C. Timing of Submittals

Submittal of the SF-270 or SF-271 should coincide with the recipient's normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must

be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

D. Adjusting Payment Requests for Available Cash

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

E. Payments

The DOE approving official will approve the invoice as soon as practical, but not later than 30 days after the recipient's request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to the recipient. The recipient may check the status of payments at the VIPERS web site. All payments are made by electronic funds transfer to the bank account specified on the Bank Information Form that the recipient filed with the U.S. Department of Treasury.

F. Supporting Documents for Agency Approval of Payments

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

The following additional items are required:

1. Summary cost data, for the billing period and cumulative cost data, showing all categories listed in the SF-424A and identifying federal, non-federal, and total amounts.
2. If there are unauthorized phases and/or tasks for the current budget period in the NEPA Requirements term in these Special Terms and Conditions, a statement affirming that no invoiced costs are related to tasks or activities prohibited by the NEPA Requirements term.
3. *Applicable to for-profit recipients and subrecipients.* UCC filing proof for all equipment acquired with project funds (i.e., federal share or recipient share) and equipment offered as cost share.

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

G. Unauthorized Drawdown of Federal Funds

For each budget period, the recipient may not spend more than the federal share authorized to that particular budget period, without specific written approval from the Grants Officer. The recipient must immediately refund DOE 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 43. Budget Changes

A. Budget Changes Generally

The Grants 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 Grants Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Grants Officer. DOE 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 Grants 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/Federal Project Manager 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 Grants 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 period of performance 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 44. 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 to apply this provision to its subrecipients and contractors.

Term 45. Corporate Felony Conviction and Federal Tax Liability Assurances

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

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

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

Term 46. Insolvency, Bankruptcy or Receivership

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

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this award.

Upon the occurrence of any of the four events described in paragraph A. of this term, DOE 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 DOE review determines that there are significant deficiencies or concerns with the recipient's performance under the award, DOE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.

Failure of the recipient to comply with this term may be considered a material noncompliance of this award by the Grants Officer.

Term 47. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

1. Applicability.

Unless the recipient is exempt as provided in paragraph D. of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in federal funds for a subaward to an entity or federal agency. The recipient must also report a subaward if a modification increases the federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

2. Reporting Requirements.

- i. The recipient must report each subaward described in paragraph A.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <https://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported no later than December 31, 2025.)

B. Reporting Total Compensation of recipient Executives for Entities

1. Applicability.

The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

- i. The total federal funding authorized to date under this award equals or exceeds \$30,000;
- ii. 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 awards (and subawards) subject to the Transparency Act; and

- b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal awards (and subawards) subject to the Transparency Act; and
- iii. 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 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

2. Reporting Requirements.

The recipient must report executive total compensation described in paragraph B.1. of this award term:

- i. As part of the recipient's registration profile at <https://www.sam.gov>.
- ii. No later than the month following the month in which this federal award is made, and annually after that. (For example, if this federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

C. Reporting of Total Compensation of Subrecipient Executives

1. Applicability.

Unless a first-tier subrecipient is exempt as provided in paragraph D. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year if:

- i. The total federal funding authorized to date under the subaward equals or exceeds \$30,000;
- ii. 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 awards (and subawards) subject to the Transparency Act; and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal awards (and subawards) subject to the Transparency Act; and
- iii. 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 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

2. Reporting Requirements.

Subrecipients must report to the recipient their executive total compensation described in paragraph C.1. of this award term. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

D. Exemptions

A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

1. Subawards; and
2. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this award term:

1. *Entity* includes:
 - i. Whether for profit or non-profit:
 - a. A corporation;
 - b. An association;
 - c. A partnership;
 - d. A limited liability company;
 - e. A limited liability partnership;
 - f. A sole proprietorship
 - g. Any other legal business entity;
 - h. Another grantee or contractor that is not excluded by subparagraph 2; and
 - i. Any State or locality.
 - ii. Does not include:
 - a. An individual recipient of federal financial assistance; or
 - b. A federal employee.

2. *Executive* means an officer, managing partner, or any other employee holding a management position.
3. *Subaward* has the meaning given in 2 CFR 200.1.
4. *Subrecipient* has the meaning given in 2 CFR 200.1.
5. *Total compensation* means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Term 48. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management (SAM.gov)

Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a federal award or contract within the last three years.

B. Requirements for Unique Entity Identifier (UEI)

If the recipient is authorized to make subawards under this award, the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI number to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM.gov)* means the federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).
2. *Unique Entity Identifier (UEI)* means the universal identifier assigned by SAM.gov to uniquely identify an entity.
3. *Entity* is defined at 2 CFR Part 25.400 and includes all of the following types as define in 2 CFR 200.1:

- iii. Non-federal entity;
- iv. Foreign organization;
- v. Foreign public entity;
- vi. Domestic for-profit organization; and
- vii. Federal agency.

- 4. *Subaward* has the meaning given in 2 CFR 200.1.
- 5. *Subrecipient* has the meaning given in 2 CFR 200.1.

Term 49. 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:
 - 1. *“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.”*
 - 2. 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.
 - 3. 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 50. National Security: Classifiable Results Originating Under an Award

- A. This award is intended for unclassified, publicly releasable research. The recipient will not be granted access to classified information. DOE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. DOE may review research work generated under this award at any time to determine if it requires classification.
- B. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If the recipient originates information during the course of this award that the recipient believes requires classification, the recipient must promptly:
 - 1. Notify the DOE Technology Manager/Federal Project Manager and the DOE Award Administrator.
 - 2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
 - 3. Restrict access to the information to the maximum extent possible until the recipient is informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.
- C. If the recipient originates information concerning the production or utilization of special nuclear material (*i.e.*, plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, the recipient must:
 - 1. Notify the DOE Technology Manager/Federal Project Manager and the DOE Award Administrator.
 - 2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the recipient first discovers or first has reason to believe that the information is useful in such production or utilization.
 - 3. Restrict access to the information to the maximum extent possible until the recipient is informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.

- D. If DOE determines any of the information requires classification, the recipient agrees that the Government may terminate the award with consent of the recipient in accordance with 2 CFR 200.339(a)(3). All material deemed to be classified must be forwarded to DOE, in a manner specified by DOE.
- E. If DOE does not respond within the specified time periods, the recipient is under no further obligation to restrict access to the information.

Term 51. Subrecipient/Contractor Change Notification

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

All selections from Recipient's selection processes for funding will be submitted to DOE for a Risk Review. As DOE invests in critical infrastructure and funds critical and emerging technology areas, DOE considers possible vectors of undue foreign influence in evaluating risk. If high risks are identified and cannot be sufficiently mitigated, DOE may require the selection to not be funded.

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

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subrecipient is providing cost share to the award;
3. An assurance that the process undertaken by the recipient to solicit the subrecipient/contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327;
4. An assurance that no planned, actual or apparent conflict of interest exists between the recipient and the selected subrecipient/contractor and that the recipient's written standards of conduct were followed;¹

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 Grants Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not

5. A completed Environmental Questionnaire, for each location where the subrecipient/subcontractor has proposed for work to be performed under the approved subcontract. The provision of such form(s) is required for DOE to complete a review to ensure compliance with the requirements of the National Environmental Policy Act (NEPA). The form can be obtained from the DOE Project Officer;
6. A completed Transparency of Foreign Connections disclosure, if applicable, which includes the information as required in the NOFO that the award was selected under;
7. An assurance that the subrecipient is not a debarred or suspended entity;
8. An assurance that all work will take place in the United States and if this is not the case, a Foreign Work Waiver Request as described in the FOA; and
9. 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/contractor agreements under this agreement, but the recipient may not proceed with the subrecipient/contractor agreement until the Grants Officer determines, and provides the recipient written notification, that the information provided is adequate.

The Recipient will be responsible for the performance of a due-diligence review on all competitive and noncompetitive subawards/contracts or modifications recommended for approval by the Management Committee and who have passed DOE's Risk Review. The Recipient's due diligence reviews shall include an evaluation of the proposed subrecipient/contractor's accounting, financial management, and procurement systems in order to establish that the proposed subcontractor is capable of managing costs and technical performance under a Federal award. The evaluation shall also include a complete review of the proposed project costs, and a determination as to the reasonableness, allowability and allocability of those costs. The Recipient's procurement process and all resultant subawards/contracts must be in compliance with the applicable requirements of 2 CFR 200 as amended by 2 CFR Part 910 in order to ensure that they comply with applicable Federal statutes, regulations, and executive orders and to ensure that the Recipient exercises proper stewardship of Federal funds used in such subawards/procurements. DOE maintains the right to perform a review of the Recipient's procurement system in order to evaluate the efficiency and effectiveness with which the Recipient spends Government funds and complies with the applicable Government policies and regulations.

Term 52. 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

create an actual conflict of interest. The recipient must also notify the Grants 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.

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 53. Reporting of Matters Related to recipient Integrity and Performance

A. General Reporting Requirement

If the total value of your active grants, cooperative agreements, and procurement contracts from all federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov) about civil, criminal, or administrative proceedings described in paragraph B of this award term is current and complete. 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 responsibility/qualification records in SAM.gov 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

You must submit the required information about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - ii. 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;
 - iii. An administrative proceeding 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
 - iv. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.3.i, ii, or iii;
 - 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 award term to disclose information about the

proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter the required information in SAM.gov for each proceeding described in paragraph B of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov 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 award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

1. *Administrative proceeding* means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, 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 the performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. *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*.
3. *Total value* of currently active grants, cooperative agreements, and procurement contracts includes the value of the federal share already received plus any anticipated federal share under those awards (such as continuation funding).

Term 54. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the United States to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." All recipients and subrecipients are responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The recipient must immediately report to DOE any export control investigations, indictments, charges, convictions, and violations upon occurrence, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 55. Current and Pending Support

A. Definitions

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

1. Current and pending support –
 - i. All resources made available, or expected to be made available, to an individual in support of the individual's RD&D efforts, regardless of:
 - a. whether the source is foreign or domestic;
 - b. whether the resource is made available through the entity applying for an award or directly to the individual; or
 - c. whether the resource has monetary value; and
 - ii. Includes in-kind contributions requiring a commitment of time and directly supporting the individual's RD&D efforts, such as the provision of office or laboratory space, equipment, supplies, employees, or students. This term has the same meaning as the term Other Support as applied to researchers in NSPM-33: For researchers, Other Support includes all resources made available to a researcher in support of and/or related to all of their professional RD&D efforts, including resources provided directly to the individual or through the organization, and regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment, supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, gifts provided with terms or conditions, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding.
2. Malign Foreign Talent Recruitment Program as defined in P.L. 117-167, Section 106384(4) –
 - i. Any program, position, or activity that includes compensation in the form of cash, in-kind compensation, including research funding, promised future compensation, complimentary foreign travel, things of non de minimis value, honorific titles, career advancement opportunities, or other types of remuneration or consideration directly provided by a foreign country at any level (national, provincial, or local) or their designee, or an entity based in, funded by, or affiliated with a foreign country,

whether or not directly sponsored by the foreign country, to the targeted individual, whether directly or indirectly stated in the arrangement, contract, or other documentation at issue, in exchange for the individual—

- a. engaging in the unauthorized transfer of intellectual property, materials, data products, or other nonpublic information owned by a United States entity or developed with a federal research and development award to the government of a foreign country, or an entity based in, funded by, or affiliated with a foreign country regardless of whether that government or entity provided support for the development of the intellectual property, materials, or data products;
 - b. being required to recruit trainees or researchers to enroll in such program, position, or activity;
 - c. establishing a laboratory or company, accepting a faculty position, or undertaking any other employment or appointment in a foreign country or with an entity based in, funded by, or affiliated with a foreign country if such activities are in violation of the standard terms and conditions of a federal research and development award;
 - d. being unable to terminate the foreign talent recruitment program contract or agreement except in extraordinary circumstances;
 - e. through funding or effort related to the foreign talent recruitment program, being limited in the capacity to carry out a research and development award or required to engage in work that would result in substantial overlap or duplication with a federal research and development award;
 - f. being required to apply for and successfully receive funding from the sponsoring foreign government's funding agencies with the sponsoring foreign organization as the recipient;
 - g. being required to omit acknowledgment of the recipient institution with which the individual is affiliated, or the federal research agency sponsoring the research and development award, contrary to the institutional policies or standard terms and conditions of the federal research and development award;
 - h. being required to not disclose to the federal research agency or employing institution the participation of such individual in such program, position, or activity; or
 - i. having a conflict of interest or conflict of commitment contrary to the standard terms and conditions of the federal research and development award; and
- ii. A program that is sponsored by—
- a. a foreign country of concern or an entity based in a foreign country of concern, whether or not directly sponsored by the foreign country of concern;
 - b. an academic institution on the list developed under section 1286(c)(8) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 2358 note; 1 Public Law 115–232); or

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- c. a foreign talent recruitment program on the list developed under section 1286(c)(9) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 2358 note; 1 Public Law 115–232).
 - iii. Consistent with applicable law, this provision does not prohibit, unless such activities are funded, organized, or managed by an academic institution or a foreign talent recruitment program on the lists developed under paragraphs (8) and (9) of section 1286(c) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 4001 note; Public Law 115–232)—
 - a. making scholarly presentations and publishing written materials regarding scientific information not otherwise controlled under current law;
 - b. participation in international conferences or other international exchanges, research projects or programs that involve open and reciprocal exchange of scientific information, and which are aimed at advancing international scientific understanding and not otherwise controlled under current law;
 - c. advising a foreign student enrolled at an institution of higher education or writing a recommendation for such a student, at such student's request; and
 - d. other international activities determined appropriate by the federal research agency head or designee.
3. Covered Individual:

Covered Individual means an individual who (i) contributes in a substantive, meaningful way to the development or execution of the scope of work of a project funded by DOE, and (ii) is designated as a covered individual by DOE.

DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Status as a consultant, graduate (master's or PhD) student, or postdoctoral associate does not automatically disqualify a person from being designated as a "covered individual" if they meet the definition in (i) above.

The recipient is responsible for assessing the applicability of (i) against each person listed on the project (i.e., listed by the recipient in the application for federal financial assistance, approved budget, progress report, or any other report submitted to DOE by the recipient regarding the subject project). Further, the recipient is responsible for identifying any such individual to DOE for designation as a covered individual, if not already designated by DOE as described above.

The recipient's submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE

designates that person as a covered individual.

DOE may further designate covered individuals during the award period of performance.

B. Disclosure Requirements

Prior to award, the Recipient was required to provide current and pending support disclosure statements for each covered individual, as defined by the award Terms and Conditions, at the recipient and subrecipient level, regardless of funding source.

New Covered Individuals:

Prior to starting work on the project, new covered individuals must submit a current and pending support disclosure and biosketch/resume and must receive approval from DOE. R&D covered individuals are encouraged to comply with the Digital Persistent Identifier (PID) and Research Security Training Requirements Terms. The PID and Research Training will be required for all R&D covered individuals on May 1, 2025

Existing Covered Individuals:

Submit an updated current and pending support disclosure within thirty (30) calendar days after the end of the quarterly reporting period in which the change occurred.

Information Required for Each Activity	
Sponsor of the Activity	The sponsor of the activity or the source of funding.
Award Number	The federal award number or any other identifying number.
Award Title	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
Total Cost or Value	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
Award Period	The "Start Date" through "End Date".
Person-months	The person-months of effort per year dedicated to the award or activity.
Description	To identify overlap, duplication of effort, or synergistic efforts, append a description of the other award or activity to the current and pending support.
Details	Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided to DOE upon request to either the applicant institution or DOE. Supporting112

	documents of any identified source of support must be provided to DOE on request, including certified translations of any document.
Digital Persistent Identifier (e.g., ORCID iD)	Providing an ORCID iD is optional until May 2025, and required thereafter.
Certification Statement	<p>All covered individuals must provide a separate disclosure statement listing the required information above regarding current and pending support. Each individual must sign and date their respective certification statement:</p> <p>I, [Full Name and Title], understand that I have been designated as a covered individual by the federal funding agency.</p> <p>I certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. §§ 3729-3733 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.</p> <p>I also certify that, at the time of submission, I am not a party in a malign foreign talent recruitment program.</p> <p>The following certification is optional until May 1, 2025, and mandatory thereafter:</p> <p>I further certify that within the past 12 months I have completed one of the following: (1) research security training meeting the guidelines in SEC. 10634(b) of 42 USC 19234, or (2) all of the NSF training modules located https://new.nsf.gov/research-security/training.</p>

Foreign Government Sponsorship	Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided on request to either the applicant institution or DOE. Supporting documents of any identified source of support must be provided to DOE on request, including certified translations of any document.
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The information may be provided in the common disclosure format available at [Common Form for Current and Pending \(Other\) Support \(nsf.gov\)](https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance) to be implemented by DOE. Regardless of the format used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above.

Term 56. Interim Conflict of Interest Policy for Financial Assistance

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

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

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

Term 57. Organizational Conflict of Interest

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

The recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Grants Officer. The recipient must provide the disclosure prior to engaging in a

procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the federal government.

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

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

Term 58. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

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

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. 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);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;

4. 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.

For the purposes of this section, “covered telecommunications equipment or services” also include 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.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and § 200.471.

Term 59. Participants and Other Collaborating Organizations

Prior to award, the recipient was required to provide the information below on participants and other collaborating organizations.

Changes to Previously Submitted Information:

If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the recipient must submit updated information within thirty (30) calendar days after the end of the quarterly reporting period in which the change occurred. For changes to covered individuals, please refer to the Current and Pending Support term for additional requirements.

A. What individuals have worked on the project

Provide the following information for individuals at the prime recipient and subrecipient level:

1. All covered individuals;
2. and

3. Each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort):
 - i. Name;
 - ii. Organization;
 - iii. Job Title;
 - iv. Role in the project;
 - v. Start and end date (month and year) working on the project;
 - vi. State, U.S. territory, and/or country of residence;
 - vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this award; and
 - viii. If yes to vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

B. Organizations

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

Term 60. Human Subjects Research

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

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

The recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially

available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

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

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

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

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

Term 61. 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:

An applicant, recipient, or subrecipient of a federal award must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. 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 62. Trafficking in Persons

A. Provisions applicable to a recipient that is a private entity:

1. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - iii. The use of forced labor in the performance of this award or any subaward; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant or cooperative agreement; or
 - 2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - c. Soliciting a person for the purpose of employment, or offering employment, by means materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d. Charging recruited employees a placement recruitment fee;
 - e. Providing or arranging housing that fails to meet the host country's housing and safety standards.
2. The federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph A.1 of this award term; or

- ii. Has an employee that is determined to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with the performance under this award; or
 - b. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

B. Provision applicable to a recipient other than a private entity.

The federal agency may unilaterally terminate this award or take any remedial action authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- 1. Is determined to have violated a prohibition in paragraph A.1; or
- 2. Has an employee that is determined to have violated a prohibition in paragraph A.1 through conduct that is either:
 - i. Associated with the performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

C. Provisions applicable to any recipient.

- 1. The recipient must inform the federal agency and the Inspector General of the federal agency immediately of any information the recipient receives from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
- 2. The federal agency's right to unilaterally terminate this award as described in paragraphs A.2 or B of this award term:
 - i. Implements the requirements of 22 U.S.C. 78; and
 - ii. Is in addition to all other remedies for noncompliance that are available to the federal agency under this award.
- 3. The recipient must include the requirements of paragraph A.1 of this award term in any subaward it makes to a private entity.
- 4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

D. Definitions.

For purposes of this award term:

1. *Employee* means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of this project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
2. *Private Entity* means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
3. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude,” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).

Term 63. Prohibition related to Malign Foreign Talent Recruitment Programs

A. Prohibition

As required by law², covered individuals participating in a *Malign Foreign Talent Recruitment Program* are prohibited from participating in this award.

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

Covered Individuals and the recipient must provide certifications regarding no participation in *Malign Foreign Talent Recruitment Programs* (see the Current and Pending Support section and Transparency of Foreign Connections section).

² See sections 10631-10632 of [P.L. 117-167 \(42 USC 19231-19232\)](#); [OSTP-Foreign-Talent-Recruitment-Program-Guidelines.pdf \(whitehouse.gov\)](#).

B. Non-Discrimination

DOE will ensure that the Malign Foreign Talent Recruitment Program Prohibition is carried out in a manner that does not target, stigmatize, or discriminate against individuals on the basis of race, ethnicity, or national origin, consistent with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.).

C. Definitions – Malign Foreign Talent Recruitment Program has the definition included in section 10638(4) of P.L. 117-167.

1. any program, position, or activity that includes compensation in the form of cash, in-kind compensation, including research funding, promised future compensation, complimentary foreign travel, things of non de minimis value, honorific titles, career advancement opportunities, or other types of remuneration or consideration directly provided by a foreign country at any level (national, provincial, or local) or their designee, or an entity based in, funded by, or affiliated with a foreign country, whether or not directly sponsored by the foreign country, to the targeted individual, whether directly or indirectly stated in the arrangement, contract, or other documentation at issue, in exchange for the individual—
 - i. engaging in the unauthorized transfer of intellectual property, materials, data products, or other nonpublic information owned by a United States entity or developed with a federal research and development award to the government of a foreign country, or an entity based in, funded by, or affiliated with a foreign country regardless of whether that government or entity provided support for the development of the intellectual property, materials, or data products;
 - ii. being required to recruit trainees or researchers to enroll in such program, position, or activity;
 - iii. establishing a laboratory or company, accepting a faculty position, or undertaking any other employment or appointment in a foreign country or with an entity based in, funded by, or affiliated with a foreign country if such activities are in violation of the standard terms and conditions of a federal research and development award;
 - iv. being unable to terminate the foreign talent recruitment program contract or agreement except in extraordinary circumstances;
 - v. through funding or effort related to the foreign talent recruitment program, being limited in the capacity to carry out a research and development award or required to engage in work that would result in substantial overlap or duplication with a federal research and development award;
 - vi. being required to apply for and successfully receive funding from the sponsoring foreign government's funding agencies with the sponsoring foreign organization as the recipient;
 - vii. being required to omit acknowledgment of the recipient institution with which the individual is affiliated, or the federal research agency sponsoring the research and

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- development award, contrary to the institutional policies or standard terms and conditions of the federal research and development award;
 - viii. being required to not disclose to the federal research agency or employing institution the participation of such individual in such program, position, or activity; or
 - ix. having a conflict of interest or conflict of commitment contrary to the standard terms and conditions of the federal research and development award; and
2. A program that is sponsored by—
- i. a foreign country of concern or an entity based in a foreign country of concern, whether or not directly sponsored by the foreign country of concern;
 - ii. an academic institution on the list developed under section 1286(c)(8) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 2358 note; 1 Public Law 115–232); or
 - iii. a foreign talent recruitment program on the list developed under section 1286(c)(9) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 2358 note; 1 Public Law 115–232).
3. Consistent with applicable law, this provision does not prohibit, unless such activities are funded, organized, or managed by an academic institution or a foreign talent recruitment program on the lists developed under paragraphs (8) and (9) of section 1286(c) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (10 U.S.C. 4001 note; Public Law 115–232)—
- i. making scholarly presentations and publishing written materials regarding scientific information not otherwise controlled under current law;
 - ii. participation in international conferences or other international exchanges, research projects or programs that involve open and reciprocal exchange of scientific information, and which are aimed at advancing international scientific understanding and not otherwise controlled under current law;
 - iii. advising a foreign student enrolled at an institution of higher education or writing a recommendation for such a student, at such student's request; and
 - iv. other international activities determined appropriate by the federal research agency head or designee.

Term 64. Affirmative Action and Pay Transparency Requirements

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

1. Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

2. Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
3. Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

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

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

Term 65. Potentially Duplicative Funding Notice

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

Term 66. Transparency of Foreign Connections

The recipient must notify the DOE Grants Officer within fifteen (15) business days of learning of the circumstances listed below in relation to the recipient and subrecipients.

Disclosure exceptions by entity type:

- U.S. National Laboratories and domestic government entities are not required to respond to the Transparency of Foreign Connections disclosure.
- Institutions of higher education are only required to report on items 5 and 7.

For subrecipient reporting requirements, applicability is determined by the subrecipient entity type, regardless of whether the prime recipient was exempt.

Disclosure Information:

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

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

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

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

Term 67. Foreign Collaboration Considerations

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

Term 68. Digital Persistent Identifiers

Throughout the lifetime of the award, those individuals conducting research and development (R&D) under the award at the prime and subaward level must obtain and use a digital persistent identifier (PID) for themselves that meets the common/core standards specified in the NSPM-33 Implementation Guidance or successor guidance (e.g., an ORCID iD). DOE requires recipients of federal awards with R&D activities, or technical assistance that supports R&D activities, to use the PID when publishing R&D outputs when that is an available option. Individuals conducting R&D activities at the prime and subaward level must report their R&D outputs as outlined in the DOE F 4600.2, U.S. Department of Energy "Federal Assistance Reporting Checklist" (FARC). The PID for individuals must be provided when reporting R&D outputs to the Department of Energy Office of Scientific and Technical Information (DOE OSTI).

Term 69. Research Security Training Requirement

Recipients must maintain a research security training program for covered individuals on the project, consistent with Section 10634 of the CHIPS and Science Act of 2022. Any new covered

individuals at the recipient and subrecipient levels added to the project must certify that they have completed the training within thirty (30) calendar days of the individual joining the project (see Current and Pending Support term for certification instructions).

In addition, recipients must maintain sufficient records (records must be retained for the time period noted in [2 CFR 200.334](#) and made available to DOE upon request) of their compliance with this requirement for covered individuals at the recipient organization and they must extend this requirement to any and all subrecipients. To fulfill this requirement, recipients may utilize the four one-hour training modules developed by the National Science Foundation at <https://new.nsf.gov/research-security/training> or develop and implement their own research security training program aligned with the requirements in Section 10634(B) of the CHIPS and Science Act of 2022.

Acceptance of the award or use of the first dollar of award funds constitutes the recipient's acceptance of this requirement and all other applicable award requirements.

Covered individuals previously identified by the recipient who have already certified and completed the research security training do not need to complete it again, even if they are submitting an updated Current and Pending Support Form during the life of the award.

Covered Individual means an individual who (1) contributes in a substantive, meaningful way to the development or execution of the scope of work of a project funded by DOE, and (2) is designated as a covered individual by DOE.

DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Status as a consultant, graduate (master's or PhD) student, or postdoctoral associate does not automatically disqualify a person from being designated as a "covered individual" if they meet the definition in (1) above.

The prime recipient is responsible for assessing the applicability of (1) against each person listed on the project (i.e., listed by the non-federal entity in the application for federal financial assistance, approved budget, progress report, or any other report submitted to DOE by the non-federal entity regarding the subject project). Further, the prime recipient is responsible for identifying any such individual to DOE for designation as a covered individual, if not already designated by DOE as described above.

The prime recipient's submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE designates that person as a covered individual.

DOE may further designate covered individuals during the award period of performance.

Term 70. Entity of Concern Prohibition

No Entity of Concern, as defined in section 10114 of [Public Law 117-167 \(42 USC 18912\)](#), may receive any grant, contract, cooperative agreement, or loan of \$10 million or more in Departmental funds including funds made available by the Consolidated Appropriations Act, 2024 ([Public Law 118-42](#)). In addition, for all awards involving Departmental activities authorized under Public Law 117-167, no Entity of Concern (including an individual that owns or controls, is owned or controlled by, or is under common ownership or control with an Entity of Concern) may receive DOE funds or perform work under the award, subject to certain penalties. See section 10114 of Public Law 117-167 and section 310 of Public Law 118-42 for additional information.

Congress has given DOE authority to require the submission of documentation necessary to implement the requirements of this term.

The recipient shall include this term, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, under this award.

If, at any time, the recipient becomes aware that any participant on the award is an Entity of Concern and therefore is unable to fully comply with this term, the recipient shall promptly stop all work on this award, notify the Contracting Officer, and not proceed with the award work without further authorization.

Term 71. Required Risk Mitigation

This award is subject to the recipient's compliance with required DOE Office of Research, Technology, and Economic Security (RTES) mitigation measures that are specific to the recipient, if any. Failure to comply with a required RTES mitigation measure is grounds for an immediate termination of the award. This term must be flowed down to the subrecipients. If a subrecipient fails to comply with required RTES mitigation measures, if any, that are specific to that subrecipient, it is grounds for immediate termination of the subaward.

Term 72. Impacted Indian Tribes

If any activities anticipated to take place under this agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in 25 U.S.C. § 5304 (e), then the recipient/awardee agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the agreement, and, if necessary, after the end of the agreement. If the recipient proposes any activities that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites, sacred sites, water rights, mineral rights, fishing rights, and hunting rights, the recipient must notify DOE. The recipient/awardee must coordinate with DOE on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and DOE will conduct that consultation accordingly.

- Tribal lands is as defined in 25 U.S.C. §§ 3501(2), (3), (4)(A) and (13).

- Indian Tribe is as defined in 25 U.S.C. § 5304 (e).

Term 73. Implementation of Executive Order 13798, Promoting Free Speech and Religious Liberty

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 74. Request for Proposal (RFP / RPI) Review (NETL)

Prior to being made public for responses, the Recipient will submit each RFPI to DOE for review to ensure compliance with terminology that is consistent with mitigating the risk of possible vectors of undue foreign influence. If high risks are identified and cannot be sufficiently mitigated, DOE may require edits to the RFPI or may require the RFPI not be released.

Term 75. Technology Protection Plan

The Recipient must submit a Technology Protection Plan within 60 days of award setting out the Recipient's policies and procedures for identifying, accessing, handling, controlling, and releasing the following under this Award: (1) Recipient's proprietary information, including non-public technical information, trade secrets and other confidential business information, including but not limited to information, know-how, methods or processes that give the Recipient a competitive advantage in the marketplace; (2) information that is subject to U.S. export control laws or regulations; (3) information that has been designated as classified or controlled unclassified information (CUI) by DOE; (4) any other information designated by DOE as sensitive throughout the period of performance. The Recipient must meet the stated objectives set forth in its Technology Protection Plan. The Recipient must notify the Department of any revisions to the Technology Protection Plan or the proposed security approach. A report on the Recipient's progress toward meeting the objectives and milestones set forth in the Technology Protection Plan must be included in any continuation application. The Technology Protection Plan and any revisions to the plan and all related deliverables must be emailed securely to the point of contact designated by DOE.

Any DOE and/or National Laboratory review comments or feedback provided to the Recipient does not constitute an endorsement or approval of any specific elements within the Technology Protection Plan or the proposed security approach. Therefore, such feedback should not be referenced or used in marketing or promotional materials.

Term 76. Threat Briefing

The Recipient and DOE shall meet, at a mutually agreeable time, no later than six (6) months after the effective date of this award, to discuss, at an unclassified level, the current threat environment related to economic espionage, intellectual property theft, insider threats, and other relevant topics. DOE, in its sole discretion, may invite other U.S. Government representatives, to participate in these briefings and discussions. The parties may also meet

additionally during the period of performance, at DOE's discretion, to continue these briefings and discussions.

Term 77. Access Restriction

The Recipient (including its employees, directors, officers, managers, agents, contractors, or other representatives, and includes the respective successors or assigns of the foregoing) shall not disclose any information that is not publicly available (including technical data, subject inventions, or any other information that is not publicly available or required to be made public under applicable law or regulation) developed under the DOE-funded project with any Recipient subsidiary, affiliate, investor, supplier, licensee at any tier, battery manufacturer for Recipient end customers, or joint development partner that: (1) has a place of incorporation or a principal place of business in a Foreign Country of Risk (for entities) or (2) is a national of a Foreign Country of Risk (for individuals). The Recipient shall also ensure that its subsidiaries or affiliates under its control adhere to this same restriction.

Term 78. Research Security Officer

- A. Within thirty (30) calendar days following the award date, the Recipient shall nominate in writing to DOE an employee of the Recipient as a Security Officer (the "Security Officer") who will be responsible for ensuring the Recipient's compliance the terms and conditions related to research, technology and economic security (RTES)³. The appointment of the Security Officer shall be subject to prior written consent by DOE. If DOE does not object within twenty (20) calendar days following receipt of a proposed nomination and of the information pursuant to paragraph D, to ensure that the nominee can effectively perform the functions of the position, the lack of action shall constitute a non-objection. If DOE objects to a nominated Security Officer, the Recipient shall nominate an alternate nominee within ten (10) calendar days of its receipt of any such objection, subject to the same consent and objection procedures as the initial nomination. The Recipient shall appoint the nominated Security Officer within three (3) days following consent or non-objection by DOE.
- B. The Recipient shall notify DOE of the any of following changes to the appointed Security Officer:
 1. At least fifteen (15) calendar days before the proposed removal or replacement of the Security Officer unless removed for cause. In the event of a removal for cause, the Recipient shall notify DOE of the removal within (5) calendar days of the removal. To prevent a vacancy from taking place, the Recipient should, to the greatest extent possible, nominate a new candidate for the position in conjunction with a notice of proposed removal or notice of removal for cause, subject to the same consent and objection procedures as the initial nomination.

2. Within forty-eight (48) hours upon learning of (1) an actual or planned resignation of the Security Officer, (2) the incapacitation of the Security Officer, or (3) the death of the Security Officer.
- C. The Recipient shall provide DOE with a written nomination for each Security Officer. The Recipient shall provide a curriculum vitae or similar professional synopsis of each nominee, as well as the following information of the nominee:
1. Full name (first, middle, last name);
 2. Contact Information;
 3. Education: Include all academic institutions attended, major/area, degree;
 4. Training;
 5. Professional Experience: Beginning with the current position, list professional/academic positions in chronological order with a brief description; and
 6. All current academic, professional, or institutional appointments, foreign or domestic, at the applicant institution or elsewhere, whether or not remuneration is received, and, whether full-time, part-time, or voluntary.

The curriculum vitae or similar professional synopsis should have no lapses in time over the past ten years or since age 18, whichever time period is shorter.

- D. The Recipient shall ensure that the Security Officer:
1. is a non-dual U.S. citizen who is eligible to hold a security clearance at least at the Secret level, and physically resides in the United States (the position may require obtaining and maintaining at least Secret level security clearance);
 2. has the appropriate senior-level authority and necessary skills and resources across the Recipient's corporate structure to fulfill the responsibilities of his or her position and to ensure compliance with the RTES requirements of this Award;
 3. has physical and logical access to the records, information, networks, and resources necessary to ensure, monitor, document, and report on compliance with the RTES requirements of this Award;

4. provides written responses to inquiries from DOE within five (5) days after receiving any inquiry and is available upon reasonable notice for discussions with DOE on matters relating to the enforcement of and compliance with the RTES requirements of this Award or any other RTES matter with respect to this Award;
5. reports any actual or suspected violation of the RTES requirements of this Award to DOE as soon as practicable, but in any event within three (3) calendar days of learning of the actual or suspected violation;
6. continuously monitors the Recipient's compliance with the RTES requirements of this Award and ensures the Recipient's day-to-day compliance with the RTES requirements of this Award;
7. serves as primary point of contact for DOEs regarding the Recipient's compliance with the RTES requirements of this Award;
8. serves as liaison between the Recipient and third-party monitor put in place to assess the Recipient's compliance with the RTES requirements of this Award;
9. instructs all personnel of the Recipient as to the RTES requirements of this Award, and provides training as necessary to ensure compliance;
10. takes all reasonable steps to rectify promptly any actual or potential violation immediately upon learning of such actual or potential violation;
11. develops, maintains, and provides oversight of any RTES requirements of this Award;
12. ensures that compliance and other periodic reports related to RTES requirements are submitted to the DOE as required by this Award; and
13. maintains control over information concerning matters relating to the enforcement of and compliance with the RTES requirements of this Award.