



Special Terms and Conditions

[Enter Name of Recipient] (“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 stated in the Attachments to this award.

This award consists of the Assistance Agreement, Standard Terms and Conditions, Special Terms and Conditions, and the following Attachments:

Attachment Number	Title
1	Statement of Project Objectives
2	Federal Assistance Reporting Checklist and Instructions
3	Budget Information SF-424A
4	Intellectual Property Provisions
5	Environmental Review
6	[Complete text for additional attachments]

Applicability of Special Terms and Conditions

These Special Terms and Conditions comply with [2 CFR 200.211\(d\)](#) and are a companion document to the Standard Terms and Conditions, available at [Funding Opportunities](#), and address the unique aspects of a particular award driven by program specific requirements, statutory criteria, risks, or other considerations. The Standard Terms and Conditions comply with [2 CFR 200.211\(c\)](#) and provide a common set of financial assistance terms that can be applied to all applicable DOE awards. Recipients must meet the requirements set forth in both the Standard and Special Terms and Conditions. In instances where requirements may conflict, the Special Terms and Conditions will take precedence.

Notice Regarding Use of Hyperlinks

Hyperlinks are provided to improve the readability of the terms as a convenience to the recipient. The hyperlinked citation is applicable and in full effect on the effective date of Assistance Agreement, (or amended terms and conditions as may be applicable). If a hyperlink is broken, dead, or orphaned, the referenced regulation remains applicable.

Conditions on Awards



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I. Administrative Terms

A. Conditional Availability of Funds

Notwithstanding the obligation of funds shown in Block 13 of the Assistance Agreement to this award, the parties hereby agree that the availability of funds to the recipient for payment of costs incurred by the recipient is conditioned upon Grants Officer review and approval of the recipient's application and completion of negotiations. When the parties have completed negotiations, the Grants Officer shall issue a modification to this award making available the obligated amount for payment in accordance with the payment terms contained in the Special Terms and Conditions of this award. Failure by the recipient to provide an application with supporting documentation acceptable to the Grants Officer or complete negotiations may be deemed noncompliant pursuant to [2 CFR 200.339](#) and subject to the remedies for noncompliance contained in [2 CFR 200.339](#).

B. Prior Approvals

The following programmatic decisions or costs require prior approval from the Grants Officer as described below and, when applicable, in the corresponding term. Prior approvals must be submitted in writing to the Grants Officer, Specialist, and Federal Project Manager for your award. You are not authorized to proceed until you receive written notification from the Grants Officer.

Prior Approval Description	Location	Applicability/Disposition
Change in scope to include site changes or the objective of the project or program (even if there is no associated budget revision requiring prior approval).	2 CFR 200.308(f)(1)	Applicable to all awards
Change in key personnel or new covered individuals if applicable.	2 CFR 200.308(f)(2) and Special Terms, "Current and Pending Support"	Applicable to all awards
Disengagement within regulatory limits from the project by the project director or principal investigator.	2 CFR 200.308(f)(3)	Applicable to all awards
Inclusion of costs that require prior approval in accordance with 2 CFR 200 Subpart E .	2 CFR 200.308(f)(4)	Applicable to all awards
Transfer of participant support costs to other budget categories.	2 CFR 200.308(f)(5)	Applicable to all awards
Change in subrecipients (including national laboratories) from those in the original Federal award.	2 CFR 200.308(f)(6) and Standard Terms, "Subrecipient Change Notification"	Applicable to all awards
Changes in total approved cost sharing amount.	2 CFR 200.308(f)(7)	Applicable to all awards



Prior Approval Description	Location	Applicability/Disposition
Need for additional federal funds to complete the project.	2 CFR 200.308(f)(8)	Applicable to all awards
Transfer of funds between construction and non-construction activities.	2 CFR 200.308(f)(9)	Applicable to awards with construction activities
A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance, other than any one-time extension that is already authorized.	2 CFR 200.308(f)(10) and Special Terms, “One Time No-Cost Extension”	Applicable to all awards
Potential or actual change of control of a recipient requires Grants Officer notification. Grants Officer approval is required for any actual change of control.	2 CFR 910.368	Applicable to all awards



Prior Approval Description	Location	Applicability/Disposition
All costs incurred prior to the award effective date.	2 CFR 200.308(f)(1) / 2 CFR 200.458	<i>Specialist to pick the appropriate option and delete the rest.</i> Option 1: Use when pre-award costs were requested and approved. GMS insert: You are entitled to reimbursement for costs incurred on or after [FILL IN DATE], as authorized by the pre-award costs letter dated [FILL IN DATE], if such costs are allowable in accordance with the applicable Federal cost principles referenced in 2 CFR part 200 as amended by 2 CFR part 910. <i>Or</i> You are entitled to reimbursement for costs incurred on or after [FILL IN DATE], as authorized by Grants Officer for [FILL IN ACTIVITIES AND COSTS THAT WERE APPROVED.] Option 2: Use when pre-award costs were not requested. GMS insert: N/A - Pre-awards costs are not authorized under this award.
Any increase in the total project cost or transfer of funds between direct categories that exceed 10 percent of the total budget.	Standard Terms, “Budget Changes” and 2 CFR 200.308	Applicable to all awards
Any changes to the use of indirect costs.	2 CFR 200.306(c)	Applicable to awards with indirect costs
Any changes to the information, disclosures, representations, and/or certifications provided in the pre-award information sheet.	Standard Terms, “Pre-Award Information”	Applicable to all awards



Prior Approval Description	Location	Applicability/Disposition
Expenditures more than the federal share authorized to a particular budget period.	Special Terms, "Funding of Budget Periods"	Applicable to all awards with multiple budget periods
Requests for reassignment of the award to any entity as described in the award term.	Standard Terms, "Prohibition Against Re-Assignment"	Applicable to all awards
Potential covered transaction identified in accordance with 2 CFR 180.335 prior to entering into such a transaction.	Standard Terms, "Nonprocurement Debarment and Suspension"	Applicable to all awards
Any changes or additions to Wage Determinations.	Special Terms, "Davis Bacon Act Requirements"	<i>Specialist to pick an option and delete the rest:</i> Option 1: Use when the award does not involve construction Davis Bacon Act is not applicable. Option 2: Use when the project involves construction and the Wage Determination has been provided prior to award. Reference wage determination(s) in Attachment [FILL IN] Option 3: Use when the project involves construction but the WD's were not identified at the time of award. Pending wage determination(s)



Prior Approval Description	Location	Applicability/Disposition
Awards made after July 21, 2025: If DOE directly funds the FFRDC, the recipient must notify the Grants Officer when the required agreement (e.g., CRADA, Technical Assistance Agreement, Technical Service Agreement, etc.) between the recipient and the FFRDC is finalized and provide the agreement number prior to initiation of work by the FFRDC.	Special Terms, “Funding of Federally Funded Research and Development Centers (FFRDC)”	<i>Specialist to pick an option and delete the other(s):</i> <i>Option 1: Use when DOE directly funds the FFRDC and the CRADA number is known prior to award</i> DOE has directly funded the following FFRDC(s): <i>[FILL IN NAME OF LAB];</i> <i>FILL IN CRADA No.</i> <i>Option 2: Use when DOE directly funds the FFRDC and the CRADA number is not known prior to award</i> DOE will fund the following FFRDC(s) directly: <i>FILL IN NAME OF LAB;</i> pending CRADA approval. Once the CRADA is approved, the recipient must notify the DOE Project Officer and DOE Grants Officer. <i>Option 3: Use when DOE does not fund the FFRDC directly</i> Not Applicable
New potential collaborations with foreign entities, organizations, or governments in connection with the DOE-funded award scope.	Standard Terms, “Foreign Collaboration Considerations”	Applicable to all awards
Any project activity or cost that has not already received prior approval on historic properties listed in or eligible for listing in the National Register of Historic places.	Standard Terms, “Historic Preservation”	Applicable to all awards
Any project activity that has not already received prior approval involving research on human subjects, biospecimens, or identifiable private information.	Standard Terms, “Human Subjects Research”	Applicable to all awards <i>If applicable, Specialist to insert a list of activities approved to date.</i>
Any project activity that has not already received prior approval involving research on vertebrate animals.	Standard Terms, “Animal Welfare”	Applicable to all awards <i>If applicable, Specialist to insert a list of activities approved to date.</i>



Prior Approval Description	Location	Applicability/Disposition
Any project task, activity, or associated cost that has not already received a National Environmental Policy Act (NEPA) determination or an associated prior approval.	Standard Terms, "National Environmental Policy Act" Special Terms, "NEPA Determination"	Applicable to all awards. See Environmental Review in the award attachments for specifics.
Any project activity or cost associated with an unmanaged or unmanageable financial conflict of interest.	Standard Terms, "Interim Conflict of Interest Policy for Financial Assistance"	Applicable to all awards
Any project activity or cost associated with an organizational conflict of interest.	Standard Terms, "Organizational Conflict of Interest"	Applicable to all awards
Any project activity or cost that has not yet received prior approval associated with or impacting the resources or reserved rights of Indian Tribe(s).	Standard Terms, "Impacted Indian Tribes"	Applicable to all awards
Any project activity or cost performed outside the United States (including foreign travel) that has not received prior approval, except the purchase of supplies or equipment.	Special Terms, "Performance of Work in the United States Waiver"	<i>Specialist to pick an option and delete the rest:</i> <i>Option 1: If a waiver has been approved:</i> See the Performance of Work in the United States Waiver Term. <i>Option 2: If no waivers are approved, state:</i> No activities outside of the US.
Any project activity or cost associated with subrecipients or contractors that are foreign entities as defined in the NOFO that have not received prior approval.	Special Terms, "Foreign Entity Participation as a Recipient, Subrecipient, or Contractor"	Applicable to all awards. When applicable, approved activities or costs associated with subrecipients or contractors that are foreign entities are found in the Foreign Entity Participation as a Recipient, Subrecipient, or Contractor Term.
Any property or equipment cost that has not yet received prior approval must receive prior written approval from the Grants Officer; disposition of all property and equipment must follow the requirements of 2 CFR 200.313 and 2 CFR 910.360.	2 CFR 200.313 and 2 CFR 910.360	Applicable to all awards



Prior Approval Description	Location	Applicability/Disposition
Any project activity or cost associated with the use of any federally owned equipment required to achieve project objectives that has not yet received prior approval.	Standard Terms, “Federally Owned Property (Government-Furnished)”	<i>Specialist to pick an option and delete the rest:</i> Option 1: No federally owned equipment. Option 2: See <i>Attachment X</i> for approved government furnished property.
Any project activity or cost associated with project travel outside the United States that has not yet received prior approval.	Special Terms, “Foreign Travel”	Applicable to all awards. When applicable, approved travel outside the United States is found in the Foreign Travel Term.

Prior approvals may include specific conditions in accordance with [2 CFR 200.208](#) that must be achieved for the activities and associated project costs to be allowable under the award. If the recipient elects not to fully achieve all the specific conditions, the costs may be deemed unallowable and all previously reimbursed costs associated with the unallowable activities will be required to be reimbursed, see [2 CFR 200.410](#).

Prior approvals are limited to the scope and conditions included within the request. If the scope or conditions associated with the prior approval change, authorization for the change will also require prior approval. Additionally, if a project cost is subject to multiple prior approvals, the project cost will remain unallowable until such time as all associated prior approvals are dispositioned.

If the Recipient elects to undertake activities prior to authorization from the Grants Officer, the Recipient does so at the risk of not receiving Federal funding for those activities and such costs may not be recognized as allowable cost share.

Recipients must coordinate the use of waived prior approvals included within [2 CFR 200.308\(g\) \(1-3\)](#) with the Grants Officer.

II. National Policy Terms

A. NEPA Determination

In accordance with the National Environmental Policy Act Term (see Standard Terms and Conditions), the NEPA Compliance Officer has completed review of the Statement of Project Objectives (SOPO) approved by the Grants Officer and information within NEPA documents submitted by the Recipient and provided a determination. The NEPA determination and associated conditions to reduce the risk of environmental impacts are at the sole discretion of DOE and are specific to the project activities and locations as described in the SOPO approved by the Grants Officer and the DOE NEPA Determination. See Prior Approvals term for additional information.



Step 1: Please delete the option column and the rows in the table below that do not apply to the NEPA determination and the associated prior approval.

<i>Option</i>	NEPA Compliance Officer (NCO) Determination	Approval	Conditions
<i>1</i>	No Determination ⁽³⁾	No project tasks, activities, or reimbursement of project costs, or recognition of cost share are approved.	No project tasks or activities may be performed and are not authorized, including work performed 'at risk'.
<i>2</i>	NEPA is not applicable ⁽¹⁾	Consistent with DOE NEPA Implementing Procedures (June 2025), the NCO has determined that NEPA is not applicable to the SOPO tasks.	No additional conditions apply. All project costs for approved activities are authorized as described in the NEPA Determination (see Environmental Review in the award attachments for specifics).
<i>3</i>	NEPA is not applicable and Special Conditions ⁽¹⁾⁽²⁾	Consistent with DOE NEPA Implementing Procedures (June 2025), the NCO has determined that NEPA is not applicable to the SOPO tasks.	Authorization is subject to compliance with special conditions, limitations, mitigation measures, monitoring requirements, and/or reporting responsibilities specified in the NEPA Determination (see Environmental Review in the award attachments for specifics).
<i>4</i>	Categorical Exclusion (CX) ⁽¹⁾	100% of SOPO tasks and activities.	No additional conditions apply. All project costs for approved activities are authorized as described in the CX Determination (CX) (see Environmental Review in the award attachments for specifics).
<i>5</i>	Categorical Exclusion (CX) with Special Conditions ⁽¹⁾⁽²⁾	100% of SOPO tasks and activities.	Authorization is subject to compliance with special conditions, limitations, mitigation measures, monitoring requirements, and/or reporting responsibilities specified in the CX Determination (CX) (see Environmental Review in the award attachments for specifics).



<i>Option</i>	NEPA Compliance Officer (NCO) Determination	Approval	Conditions
6	Partial Categorical Exclusion (CX) ^{(1) (2) (3)}	Select SOPO phases, budget periods, or tasks identified by the NCO are authorized along with the applicable cost share, but additional phases, budget periods, or tasks will require additional NEPA determination(s).	Only a portion of the project (specific tasks or budget periods designated by the NCO) has been granted a CX, but additional NEPA determination(s) are required to cover the remaining tasks or budget periods. Only project costs for approved tasks or budget periods specified in the CX Determination (CX) are authorized (see Environmental Review in the award attachments for specifics).
7	Environmental Assessment (EA) NEPA Determination (ND) and Interim Action Determination (IAD) ^{(1) (2) (3)}	Select SOPO tasks listed below and identified in the IAD are authorized in addition to the associated project costs. All other project phases or tasks require issuance of a Finding of No Significant Impact (FONSI) (following an EA) or Record of Decision (ROD) (following an Environmental Impact Statement (EIS)) prior to approval of costs.	Authorization is subject to compliance with special conditions, limitations, mitigation measures, monitoring requirements, and reporting responsibilities specified in the EA Determination and IAD (see Environmental Review in the award attachments for specifics).
8	Finding of No Significant Impact (FONSI) ^{(1) (2)}	100% of SOPO tasks and activities identified within the Environmental Assessment (EA) are authorized in addition to the associated project costs.	Authorization is subject to compliance with special conditions, limitations, mitigation measures, monitoring requirements, and/or reporting responsibilities specified in the EA and FONSI (see Environmental Review in the award attachments for specifics).
9	Record of Decision (ROD) ^{(1) (2)}	100% of SOPO tasks and activities within the Environmental Impact Statement (EIS) are authorized in addition to the associated project costs.	Authorization is subject to compliance with special conditions, limitations, mitigation measures, monitoring requirements, and reporting responsibilities specified in the EIS and ROD (see Environmental Review in the award attachments for specifics).
<i>DELETE THIS</i>	(1): Authorization is limited to the project scope identified within the SOPO approved by the Grants Officer and the information provided by the recipient.		



<i>Option</i>	NEPA Compliance Officer (NCO) Determination	Approval	Conditions
<i>COLUMN & ROWS THAT DON'T Apply</i>	(2): Authorized, except where other award conditions apply, see prior approval term.		
	(3): Project phases or tasks not listed within this authorization are NOT authorized and the associated costs are unallowable until authorized.		

Step 2: For Options 5-7, Include the following.

The recipient must:

1. Abide by the conditions, limitations, mitigation requirements, monitoring requirements and/or reporting responsibilities specified in *[Select the NEPA document EA IAD, FONSI, or ROD]* and must *[Insert Specific Requirements from the document with input from legal and NCO if needed]*.
2. Undertake the project activities in accordance with necessary landowner approvals, required permits, and any additional approvals and mitigation requirements of other federal, state, tribal, and local governmental agencies with jurisdiction by law.
3. Negotiate with DOE changes to the project schedule, costs, and/or scope as necessary to affect the requirements or conditions in item 1, above.
4. Allow DOE's authorized representatives to visit the site and facilities upon notice to verify project status and compliance to include conditions and requirements in item 1, above.
5. Submit data or otherwise meet specified reporting requirements that are identified in item 1, above.

B. Build America, Buy America Act ("BABA") Waiver

[Option A – For Awards with no Approved Waiver]

This award does not have an approved BABA waiver, so the requirements of BABA outlined in the BABA Term in the Standard Terms and Conditions fully apply. The remainder of this term in the Standard Terms and Conditions provides additional information on BABA's compliance requirements and recipient obligations. The recipient is put on notice that failure to comply with these requirements will result in a disallowance of costs for any nonconforming item that is purchased under the award. The recipient is very strongly encouraged to read the information provided in this term and to consult with their cognizant legal counsel to ensure that these requirements are fully understood.

[Option B – For Awards to which a General Applicability Waiver Applies]

This award is covered by the following General Applicability waiver:

- *[Provide hyperlink to waiver]*



Accordingly, the recipient's BABA obligations under this term are waived to the extent provided in the General Applicability waiver. For example, if the General Applicability waiver provides a full waiver of the BABA requirements, then the recipient does not need to comply with BABA requirements in the execution of this award; if the General Applicability waiver only waives a subset of the BABA requirements, then that subset is waived under this award, but any un-waived requirements continue to be applicable. The recipient is responsible for understanding the scope of its BABA obligations as modified by the General Applicability waiver named above.

The requirements of BABA outlined in the BABA Term in the Standard Terms and Conditions do not apply to this award to the extent described in the waiver.

[Option C – For Awards with an Approved Project-Specific Waiver]

This award is covered by the following Project-specific waiver:

- [Provide Hyperlink to waiver]

Accordingly, the recipient's BABA obligations under this term are waived to the extent provided in the Project-specific waiver. For example, if the waiver provides a full waiver of the BABA requirements, then the recipient does not need to comply with BABA requirements in the execution of this award; if the project-specific waiver only waives a subset of the BABA requirements, or is only applicable to a subset of the covered products used in this project, then compliance for that subset is waived under this award, but any un-waived requirements continue to be applicable. The recipient is responsible for understanding the scope of its BABA obligations as modified by the Project-specific waiver named above.

The requirements of BABA outlined in the BABA Term in the Standard Terms and Conditions do not apply to this award to the extent described in the waiver.

[Option D – For Awards with an Approved Project-Specific Waiver and an applicable General Applicability waiver]

This award is covered by the following waivers:

- [Provide Hyperlink to project-specific waiver]
- [Provide Hyperlink to project-specific waiver]

Accordingly, the recipient's BABA obligations under this term are waived or modified to the extent provided in these waivers. The recipient is responsible for understanding which BABA obligations these waivers apply to, as well as which BABA obligations—if any—still remain, and carrying out the award in conformance with any remaining obligations and/or requirements.



III. DOE Terms

A. 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.

B. Federal Stewardship

DOE will exercise federal stewardship in monitoring project activities performed under this award. DOE will review financial, performance, and audit reports to ensure that the objectives, terms, and conditions of the award are accomplished and in compliance with the award. DOE will ensure that the recipient's financial management and accounting systems are adequate to administer this Award and provide oversight of general administrative requirements. DOE will conduct ongoing project risk reviews and assessments and review performance after completion. Activities may include, but are not limited to:

1. 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 attached to this award.
3. Other subject matter specified by the DOE Technology Manager/Federal Project Manager.

2. 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.

3. 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.

4. 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; and/or
- Discontinue providing federal funding for the project beyond the current budget period as the result of insufficient progress, change in strategic direction, or lack of available funding.

If it is determined that it would not be advantageous for the Government to proceed beyond the technical milestone(s), the Grants Officer will notify the recipient in writing of such decision and the award is considered completed. The maximum liability to the Government is limited to the allowable, allocable, and reasonableness of the cost incurred by the recipient within the funds made available. The Government reserves the right to deobligate any remaining funds from the award. The recipient shall submit all final deliverables, including final project accomplishments, for the completed work in accordance with the reporting requirements of the award.

5. 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.

6. 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.

DOE authorized representatives must have access to records in accordance with [2 CFR 200.337](#) to conduct audits, execute site visits, conduct research, technology and economic security due diligence reviews and monitoring, or for any other official use.

The recipient and its subrecipients must report significant developments in accordance with [2 CFR 200.329\(e\)](#) and provide access to information and documents in addition to 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 or audits do not interfere with or unduly delay project work to the maximum extent practicable.

C. 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 Federal Project Manager. 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.

IV. Research, Technology, and Economic Security Terms

A. Definitions

For purposes of Research, Technology, and Economic Security terms, the following definitions are applicable:

1. Covered Individual:

[Choose one of the options below for “covered individual” definition]

[Option 1 – SF-424 Minimum Designation for NOFO]

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. Often, these individuals have doctoral or other professional degrees, although individuals at the master’s or PhD level may be considered covered individuals if their involvement meets this definition. Consultants, graduate students, and those with a postdoctoral role also may be considered covered individuals if they meet this definition.



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) above 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.

[Option 2 – Expanded Designation for NOFO]

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.

In addition, DOE designates technical staff (e.g., postdoctoral fellows/researchers and graduate students) as covered individuals for the purpose of this funding opportunity.

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

2. 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 funding 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 [National Security Presidential Memorandum – 33 \(NSPM-33\)](#): 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.

3. Malign Foreign Talent Recruitment Program as defined in [P.L. 117-167, Section 10638 \(4\)](#)

- 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 \(10 U.S.C. 2358 note; Public Law 115–232\)](#); or
 - 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 \(10 U.S.C. 2358 note; Public Law 115–232\)](#).
- iii. Consistent with applicable law, this term 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.

B. Current and Pending Support

1. Disclosure Requirements

Prior to award, the recipient was required to provide current and pending support disclosure statements (“*CPS Common Form*”) and a Biographical Sketch (“*Biosketch*”) 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:

Before new covered individuals may start work on the project, the recipient must submit *CPS Common Forms* and *Biosketch(es)* for new covered individuals and must receive prior approval from DOE/NNSA. R&D covered individuals must comply with the Digital Persistent Identifier (PID) and Research Security Training Requirements Terms and Conditions.

Changes to previously submitted current and pending support disclosures during the period of performance of the award:

The recipient must ensure that the covered individuals are aware that, should circumstances change which impact the responses previously provided on either the *CPS Common Form* or the *Biosketch*, the individual must submit an updated *CPS Common Form* and/or updated *Biosketch*. The recipient must submit the updated *CPS Common Form(s)* and updated *Biosketch(es)* to DOE within thirty (30) calendar days after the end of the quarterly reporting period in which the change occurred. Reporting Timeframe Exception: Adjustments to level of effort on previously reported support that is not foreign country of concern (FCOC)-related may be reported with the next scheduled annual progress report.

Where to Submit New or Updated Forms

See the Federal Assistance Reporting Checklist for this award for instructions on where to submit the *CPS Common Form* and *Biosketch*.

How to Submit New or Updated Forms

Generate the *CPS Common Form* and *Biosketch* via [SciENCv \(Science Experts Network Curriculum Vitae\)](#). SciENCv will produce a DOE compliant PDF version of the Common Forms.

2. Required Information

The recipient must ensure DOE has an up-to-date *CPS Common Form* and *Biosketch* for each covered individual on the project. Consistent with the instructions in [NSPM-33 Implementation Guidance Pre- and Post-award Disclosures Relating to the Biographical Sketch and Current and Pending \(Other\) Support](#)¹ and the **DOE Award-Specific Common Form Instructions** below, the *CPS Common Form* and *Biosketch Common Form* must together include a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses. All connections with malign foreign talent recruitment programs must be identified in current and pending support.

¹ This table supersedes in its entirety, Table 2a and Paragraph 7 of the Disclosure Requirements and Standardization Section of the NSPM-33 Implementation Guidance.



Please note the following:

- With the exception of “covered individual”, which is defined in IV.A. Research, Technology, and Economic Security Terms, Definitions, all other definitions of terms used in the *CPS Common Form* and *Biosketch* are available at: [NSPM-33 Definitions](#).
- If there is any conflict between [NSPM-33 Implementation Guidance Pre- and Post-award Disclosures Relating to the Biographical Sketch and Current and Pending \(Other\) Support](#) and the **DOE Award-Specific Common Form Instructions** below, **follow the DOE Award-Specific Common Form Instructions**.

DOE Award-Specific Common Form Instructions	
Part 1: CPS Common Form	
Persistent Identifier (PID) of the Covered Individual	The PID field is required for all Awards that encompass R&D activities, or technical assistance to support R&D activities. For NOFOs and Awards that do not meet the criteria above, the PID field is optional.
Reporting Timeframe for Proposals, Projects, and In-Kind Contributions	<i>Option 1</i> Disclose only current and pending support, as defined in the “Status of Support” field of the SciENCv CPS Common Form. <i>Option 2</i> In addition to current and pending support, disclosure of the past five (5) years of support is required. Past is defined as any projects during the past 5 years, from whatever source irrespective of whether such support is provided through the proposing organization or is provided directly to the individual.
Types of Proposals and Active Projects to Disclose	<i>Option 1 for R&D:</i> In addition to the guidance listed above, consulting activities must be disclosed under the proposals and active projects section of the form when any of the following scenarios apply: • The consulting activity will require the covered individual to perform research as part of the consulting activity; • The consulting activity does not involve performing research, but is related to the covered individual’s research portfolio and may have the ability to impact funding, alter time or effort commitments, or otherwise impact scientific integrity; or • The consulting entity has provided a contract that requires the covered individual to conceal or withhold confidential financial or other ties between the covered individual and the entity, irrespective of the duration of the engagement. <i>Option 2 for Non-R&D:</i> “Current and pending support” is a term most relevant to research and development (R&D) activities in the academic setting. For individuals employed by for-profit entities and/or individuals who do not conduct



	R&D, examples of activities to report on the Current and Pending Support form include: • Consulting activities that are outside your full-time employment • Any “moonlighting” • Honoraria & Appointments • <i>[Insert additional examples as needed]</i>
Disclosure Instructions for In-Kind Travel	<i>Option 1:</i> Follow the disclosure instructions for travel in NSPM-33 Implementation Guidance Pre- and Post-award Disclosures Relating to the Biographical Sketch and Current and Pending (Other) Support. <i>Option 2:</i> DOE in-kind disclosure requirements for the “Travel supported/paid by an external entity to attend a conference or workshop” line of the table entitled, NSPM-33 Implementation Guidance Pre- and Post-award Disclosures Relating to the Biographical Sketch and Current and Pending (Other) Support differs as follows: Disclosure is required for: • “Travel supported/paid by an external entity to attend a conference or workshop” located in a foreign country of concern (FCOC), and/or • “Travel supported/paid by an external entity to attend a conference or workshop” when the supporting/paying external entity is located in an FCOC. Disclosure is <u>not</u> required for: • “Travel supported/paid by an external entity to attend a conference or workshop” that is <u>not</u> located in an FCOC; and/or • “Travel supported/paid by an external entity to attend a conference or workshop” when the supporting/paying external entity is <u>not</u> located in an FCOC.
Current and Pending (Other) Support Addendum	<i>Option 1:</i> The Current and Pending (Other) Support Addendum is not required for covered individuals on this Award. <i>Option 2:</i> All covered individuals who submit a Current and Pending (Other) Support disclosure must also submit the Current and Pending (Other) Support Addendum. The Addendum is available on SciENCv as a link at the bottom of the SciENCv Current and Pending Other Support form.
Part 2: Biosketch	



Appointments and Positions Reporting Timeframe	<i>Option 1 [e.g., Office of Science]:</i> Identify all domestic and foreign professional appointments and positions outside of the primary organization for a period up to three years from the date the applicant submits the application. <i>Option 2 [e.g., Programs supported by GFO, NETL, or ID, ARPA-E, NNSA]:</i> Identify all domestic and foreign professional appointments and positions, both inside and outside the primary organization. There should be no lapses in time over the past 10 years or since age 18, whichever period is shorter.
Products: Limitation on number provided	<i>Option 1 [e.g., R&D Programs supported by GFO, NETL, or ID, NNSA, ARPA-E]:</i> List up to 10 products most closely related to the proposed project. <i>Option 2 [e.g., Non-R&D Programs supported by GFO, NETL, or ID]:</i> List up to 10 products or activities most closely related to the proposed project.

C. Performance of Work in the United States Waiver

Include and edit if a waiver is approved. If there are no approved waivers for the award, remove this term.

Based on the waiver request and justification submitted by the recipient [how the waiver was submitted e.g., with the full application, via email, etc.] dated [insert date], DOE waived the requirements set forth in the Standard Term, “Performance of Work in the United States” for the work listed below. *Insert any additional conditions applicable to the waiver, such as time restrictions.*

Task #	Activity	Cost	Name of Facility	Country
		Up to \$ [Specialist to indicate max allowable cost]		

This authorization is specific to the project activities and locations described above. If the recipient later intends to add to or modify the activities or locations as described above, those new activities/locations or modified activities/locations are not covered under this waiver approval unless and until the Grants Officer provides written authorization on those additions or modifications. If the scope of work to be performed outside the United States, as described above substantially changes or increases, an additional waiver must be submitted by the recipient and approved by the Grants Officer. Should the recipient elect to undertake activities or change locations prior to 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.



V. Financial Terms

A. Cost Sharing

Cost Sharing Obligations

Choose from Alternate 1 or 2 and delete the rest – if cost share is required and FFRDCs are not involved or FFRDCs are participating in the project as a subrecipient.

The recipient's cost share must always reflect the overall cost share ratio negotiated by the parties (i.e., The total amount of cost sharing on each invoice when considered cumulatively with previous invoices must reflect, at a minimum, the negotiated cost sharing percentage). The recipient may contribute cost share more than the negotiated percentage at first, and less later on, as long as the net total cost share meets the negotiated percentage on each invoice. The negotiated recipient cost share must, at a minimum, meet the statutory minimum—or the minimum required cost share set by an applicable cost share reduction/waiver.

Alternate 1 – Select this table if the project has one budget period.

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

Table 1

DOE Cost Share		Recipient Cost Share		Total Estimated Costs
\$	%	\$	%	
\$0	Calculated	\$0	Calculated	Calculated

Option 1 – Select this option and delete Option 2 for GFO/NETL EERE awards or for any other awards that require cost share to be met on an invoice basis.

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. 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., total project percentage) of the total project cost(s) incurred as of the date of the termination or discontinuation.”

Option 2 – Select this option and delete Option 1 for NETL/non-EERE awards that require cost share to be met on a monthly/ quarterly/budget period basis or for EERE awards that have a waiver request submitted by the recipient, GO approval and concurrence by the Federal Project Manager allowing cost share to be met on a [monthly/quarterly/budget period] basis.

The recipient must provide its required “Cost Share” amount as a percentage of the total project costs. DOE authorized the recipient to provide cost share on a [monthly/ quarterly/budget period] basis for the duration of the period of performance. 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., total project percentage) of the total project cost(s) incurred as of the date of the termination or discontinuation.”

Alternate 2 – Select this table if the project has multiple budget periods.

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	\$0	Calculated	\$0	Calculated	Calculated
2	\$0	Calculated	\$0	Calculated	Calculated
3	\$0	Calculated	\$0	Calculated	Calculated
4	\$0	Calculated	\$0	Calculated	Calculated
5	\$0	Calculated	\$0	Calculated	Calculated
Total Project	\$0	Calculated	\$0	Calculated	\$0

Option 1 – Select this option and delete Option 2 for GFO/NETL EERE awards or for any other awards that require cost share to be met on an invoice basis.

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 on a budget period basis. 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., total project percentage) of the total project cost(s) incurred as of the date of the termination or discontinuation.”

Option 2 – Select this option and delete Option 1 for NETL/non-EERE awards that require cost share to be met on a monthly/ quarterly/budget period basis or for EERE awards that have a waiver request submitted by the recipient, GO approval and concurrence by the Federal Project Manager allowing cost share to be met on a [monthly/ quarterly/budget period] basis.

The recipient must provide its required “Cost Share” amount as a percentage of the total project costs. DOE authorized the recipient to provide cost share on a [monthly/ quarterly/budget period] basis for the duration of the period of performance. 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., total project percentage) of the total project cost(s) incurred as of the date of the termination or discontinuation.”



Choose Alternate 3 and delete the rest – if there is cost share and a DOE FFRDC participates in the project and DOE pays the FFRDC costs directly.

Total Estimated Project Cost is the sum of the federal government share, including Federally Funded Research and Development Center (FFRDC) costs, and recipient share of the estimated project costs. The DOE FFRDC cost is not included in the total approved budget attachment for this award, because DOE will pay the DOE FFRDC portion of the effort under an existing DOE contract. The recipient is not responsible for reporting on that portion of the total estimated cost that is paid directly to the DOE FFRDC.

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., total project percentage) of the total project cost(s) incurred as of the date of the termination or discontinuation.” DOE and the recipient’s cost share for the total estimated project costs are listed below.

Table 1: Required Cost Share for Total Award Budget

Budget Period	DOE Cost Share, Including FFRDC Costs				Recipient Cost Share		Total Estimated Costs
	DOE		FFRDC Costs				
	\$	%	\$	%	\$	%	
1	\$0	Calculated	\$0	Calculated	\$0	Calculated	Calculated
2	\$0	Calculated	\$0	Calculated	\$0	Calculated	Calculated
3	\$0	Calculated	\$0	Calculated	\$0	Calculated	Calculated
4	\$0	Calculated	\$0	Calculated	\$0	Calculated	Calculated
5	\$0	Calculated	\$0	Calculated	\$0	Calculated	Calculated
Total	\$0	Calculated	\$0	Calculated	\$0	Calculated	\$0

The total FFRDC funding will be provided directly to the FFRDC(s) by DOE, therefore that funding will not be included in the invoice process for the award. The following table provides the cost sharing requirements for the award with the FFRDC costs removed, for reference during invoicing.



Table 2: Required Cost Share per Invoice

Cost Sharing with FFRDC Costs Removed (Funded Directly by DOE)					
Budget Period	DOE Cost Share		Recipient Cost Share		Total Estimated Costs
	\$	%	\$	%	
1	\$0	Calculated	\$0	Calculated	Calculated
2	\$0	Calculated	\$0	Calculated	Calculated
3	\$0	Calculated	\$0	Calculated	Calculated
4	\$0	Calculated	\$0	Calculated	Calculated
5	\$0	Calculated	\$0	Calculated	Calculated
Total Project	\$0	Calculated	\$0	Calculated	\$0

Option 1: Delete this paragraph if cost sharing is not required on an invoice basis.

The recipient must provide its required “Recipient Cost Share” amount, shown above, as a percentage of the total project costs in each invoice period for the duration of the period of performance. 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., total project percentage) of the total project cost(s) incurred as of the date of the termination or discontinuation.

Specifically, the cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the “Recipient Cost Share” percentage specified in the award.

Option 2 – Select this option and delete Option 1 for NETL/non-EERE awards that require cost share to be met on a monthly/quarterly/budget period basis or for EERE awards that have a waiver request submitted by the recipient, GO approval and concurrence by the Federal Project Manager allowing cost share to be met on a [monthly/ quarterly/budget period] basis.

The recipient must provide its required “Recipient Cost Share” amount, shown above, as a percentage of the total project costs. 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., total project percentage) of the total project cost(s) incurred as of the date of the termination or discontinuation.” DOE authorized the recipient to provide cost share on a [monthly/quarterly/budget period] basis for the duration of the period of performance.

B. Unallowable Project Costs

Project costs must comply with [2 CFR 200 Subpart E-Cost Principles](#) and [2 CFR 910 Subpart E-Cost Principles](#).

The following costs are unallowable:

- Costs that do not meet the criteria set forth in [2 CFR 200.403](#);



- For non-profit entities, institutions of higher education, and state and local governments and Indian tribes: unallowable costs identified in [2 CFR 200 Subpart E-Cost Principles](#);
- For for-profit entities: unallowable costs identified in [2 CFR 910.352](#) and [48 CFR 31](#);
- Facility Decontamination and/or Decommissioning (D&D) costs;
- Costs deemed unallowable under specific conditions, see [2 CFR 200.208](#);
- Costs for project activities that have not yet been authorized by prior written approval from the Grants Officer (prior approval); and,
- Other unallowable items specified in the NOFO under which the project was selected, if any.

C. Unallowable Cost Share Sources

The recipient and subrecipient(s) may not use the following sources to meet cost share obligations:

- Unallowable cost share sources identified within [2 CFR 910.130\(d\)\(3\)](#);
- Funds that do not meet the criteria set forth in [2 CFR 200.306\(b\)](#);
- Funds derived from the DOE loan program;
- Funds from an entity designated as a contractor per [2 CFR 200.331](#);
- De minimis indirect rate charges authorized under [2 CFR 200.414\(f\)](#) per [2 CFR 200.306\(b\)\(1\)](#);
- Fee or profit, including foregone fee or profit per [2 CFR 200.400\(g\)](#);
- Existing data as an in-kind contribution (e.g., data owned by an entity, that is not routinely sold commercially but is instead donated to the project and assigned a value);
- Proceeds from prospective rebates, credits, or discounts in addition to deferred or avoided costs; and
- Other items specified in the NOFO under which the project was selected, if any.

D. Payment Procedures - Reimbursement

The following section applies to recipients to be reimbursed through ACH. (Delete this entire section if using ASAP) The following alternates are addressed in this section.

- *Alternate 1 – Choose this option for all Tier 2 recipients that are not State/Local Governments.*
- *Alternate 2 – Choose this option for all Tier 3 recipients that are not State/Local Governments.*
- *Alternate 3 – Choose this option for all Tier 4 recipients that are not State/Local Governments.*

The following sections apply to all 3 Alternates.



Method of Payment	Requesting Reimbursement	Timing of Submittals
Reimbursement through Automated Clearing House (ACH)	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.	Submittal of the Standard Form SF-270, "Request for Advance or Reimbursement" or Standard Form SF-271, "Outlay Report and Request for Reimbursement for Construction Programs" Standard Form SF-271, "Outlay Report and Request for Reimbursement for Construction Programs" should coincide with the recipient's normal billing pattern, but not more frequently than a two week billing period. 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.

1. 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.

2. 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:

Alternate <i>Delete Column After Tailoring</i>	Invoice Attachment Number	Description
<i>Alternates 1, 2, and 3</i>	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	UCC Filing: If a for-profit recipient or subrecipient purchases equipment or contributes the equipment as cost share, reimbursements associated with the equipment are not authorized until 1) the draft UCC financing statement(s) is



		sent to the Grants Officer and concurrence is provided to file with the state and 2) the UCC financing statement(s) is filed with the State and proof of filing submitted to DOE or otherwise provided for in the relative financial assistance agreement in accordance with 2 CFR 910.360(4) .
	3	If the award includes Specific Conditions (see 2 CFR 200.208) that prohibit reimbursement for any cost (unauthorized costs or phases), the recipient must attach a statement to the payment request affirming that no invoiced costs are related to the prohibition.
<i>Alternate 2: Tier 3 recipients that are not State/Local Governments Delete if not applicable</i>	4	Explanation of cost share for the invoicing period, including cost category and rationale if cost share exceeds or is below award requirements.
	5	Invoices or summary cost data showing all categories listed in the SF-424A for subrecipients with over \$500,000 total project costs.
	6	Invoices for Contractors with over \$250,000 total project costs.
	7	Invoices/receipts for Equipment over \$50,000.
	8	<i>Other (Special items of backup can be added to T&Cs, as needed, use judiciously) Delete if not applicable.</i>
<i>Alternate 3: Tier 4 recipients that are not State/Local Governments Delete if not applicable</i>	4	Explanation of cost share for invoicing period, including cost category and rationale if cost share exceeds or is below award requirement.
	5	Invoices and summary cost data showing all categories listed in the SF-424A for subrecipients with over \$500,000 total project costs.
	6	Timesheets or personnel hours report.
	7	Invoices/receipts for all travel, equipment, supplies, contractual, and other direct costs.
	8	<i>Other (Special items of backup can be added to T&Cs, as needed, use judiciously) Delete if not applicable.</i>

E. Payment Procedures - Automated Standard Application for Payments (ASAP)

The following section applies to recipients to be paid through ASAP. (Delete this entire section if using reimbursement through ACH) The following alternates are addressed in this section.

- *Alternate 1- Choose this option for Tier 1 recipients that request “ASAP Advance” on the Pre-Award information sheet.*
- *Alternate 2 – Choose this option for Tier 1 recipients that request “ASAP Reimbursement” on the Pre-Award information sheet.*
- *Alternate 3 – Choose this option for Tier 2 recipients that are State/Local Governments.*
- *Alternate 4 – Choose this option for Tier 3 recipients that are State/Local Governments.*



- *Alternate 5 – Choose this option for Tier 4 recipients that are State/Local Governments.*

<i>Alternate (Delete Column after Tailoring)</i>	Method of Payment	Requesting Reimbursement
<i>Alternate 1 "Only" Tier 1 recipients that request "ASAP Advance" Delete if not applicable</i>	Advances through the Department of Treasury's ASAP system	Requests for advances must be made through the ASAP system. The recipient may submit requests as frequently as required to meet its needs to disburse funds for the federal share of project costs. If feasible, the recipient should time each request so that the recipient receives payment on the same day that the recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
<i>Alternates 2-5 Delete if not applicable</i>	Reimbursement through the Department of Treasury's ASAP system	Requests for reimbursements must be made through the ASAP system.

The following section applies to alternates 3-6. Alternates 1 and 2 do not have supporting documentation. Delete if not applicable.

1. Supporting Documents for Agency Approval of Payments

DOE may require Agency pre-approval of payments. If the agency approval requirement is in effect for the recipient's award, the ASAP system will indicate that agency approval is required when the recipient submits a request for payment.

The recipient must notify the Federal Project Manager and Specialist identified on the Assistance Agreement that a payment request has been submitted.

The following items are required to be submitted to the Federal Project Manager and Specialist identified on the Assistance Agreement:

Alternate <i>Delete Column After Tailoring</i>	Attachment Number	Description
<i>Alternates 3-5 (Does not apply to 1-2) Delete if not applicable</i>	1	Standard Form SF-270, "Request for Advance or Reimbursement"
	2	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.



Alternate <i>Delete Column After Tailoring</i>	Attachment Number	Description
	3	UCC Filing: If a for-profit subrecipient purchases equipment or contributes the equipment as cost share, reimbursements associated with the equipment are not authorized until 1) the draft UCC financing statement(s) is sent to the Grants Officer and concurrence is provided to file with the state and 2) the UCC financing statement(s) is filed with the State and proof of filing submitted to DOE or otherwise provided for in the relative financial assistance agreement in accordance with 2 CFR 910.360(4) .
	4	If the award includes Specific Conditions (see 2 CFR 200.208) that prohibit reimbursement for any cost (unauthorized costs), the recipient must attach a statement to the payment request affirming that no invoiced costs are related to the prohibition.
<i>Alternate 4: Tier 3 recipients that are State/Local Governments Delete if not applicable</i>	5	Explanation of cost share for invoicing period, including cost category and rationale if cost share exceeds or is below award requirements.
	6	Invoices or summary cost data showing all categories listed in the SF-424A for subrecipients with over \$500,000 total project costs.
	7	Invoices for Contractors with over \$250,000 total project costs.
	8	Invoices/receipts for Equipment over \$50,000.
	9	<i>Other (Special items of backup can be added to T&Cs, as needed, use judiciously) Delete if not applicable.</i>
<i>Alternate 5: Tier 4 recipients that are State/Local Governments Delete if not applicable</i>	5	Explanation of cost share for invoicing period, including cost category and rationale if cost share exceeds or is below award requirement.
	6	Timesheets or personnel hours report.
	7	Invoices/receipts for all other direct costs.
	8	<i>Other (Special items of backup can be added to T&Cs, as needed, use judiciously). Delete if not applicable.</i>

F. Indirect Costs

1. Indirect Cost Allocation:

Alternate 1: Choose when the recipient does not have segregated indirect cost billing rates.

The budget for this award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall



reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other federally sponsored project. The recipient cannot claim indirect costs separately as cost share.

Include if applicable.

The personnel labor rates have been fully burdened to include associated fringe and/or overhead costs which have been broken out in the approved budget as a percentage of the labor rates.

Alternate 2: Choose when the recipient has elected to charge a de minimis rate of up to 15%.

The recipient has elected to charge a de minimis rate of [input approved rate - up to 15%] per [2 CFR 200.414\(f\)](#) allocated to a base of modified total direct costs (MTDC). This methodology must be used consistently until the recipient chooses to negotiate indirect cost billing rates. De minimis costs are not verifiable from the recipient's records, therefore, the recipient cannot claim the resulting indirect costs as cost share per [2 CFR 200.306\(b\)\(1\)](#).

Alternate 3: Choose when the recipient has a Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA)

The recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all federal awards through the recipient's fiscal year end [20XX]. An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

Alternate 4: Choose when the recipient has a Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period for provisional billing. If NICRA is not current, an updated rate proposal or NICRA is required for billing and estimation purposes.

The recipient has a federally approved provisional Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period identified for billing and estimation purposes and it applies uniformly across all federal awards. These costs shall be reconciled or trued up (actual incurred costs) on an annual basis with the recipient's cognizant agency. 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.

Alternate 5: [Applicable for State/Local Entities Only]: Choose when the recipient has a Negotiated Indirect Cost Rate Agreement (NICRA) with a current effective period for provisional billing AND a DOE-approved Supplementary Indirect Billing Rate [Both Alternate 4 and 5 will be reflected in the Award Terms].

In addition to the allocation of the recipient's federally approved rate under the Negotiated Indirect Cost Rate Agreement (NICRA), the DOE has approved a Supplementary Indirect Billing Rate. The approved supplementary billing rate is [insert rate %] and shall be allocated to the base of [insert base – example: Total Direct Costs, exclusive of all subawards]. No adjustments shall be made to the supplementary billing rate through the life of the award unless the recipient chooses to negotiate an updated indirect cost billing rate with their Cognizant Agency to be utilized in place of the Supplementary Rate. Additionally, the recipient cannot claim the resulting indirect costs as cost share per [2 CFR 200.306\(b\)\(1\)](#).



Alternate 6: Choose when the recipient submitted an indirect rate proposal.

The recipient does not have an approved or current Negotiated Indirect Cost Rate Agreement (NICRA) and has submitted an indirect rate proposal as approval for indirect costs to be invoiced to the DOE under segregated billing rates. The indirect cost billing rate(s) approved for this award is/are [insert rate(s) - example 110.54% (OH), 5.50% (G&A) and 1.32% (FCCM)] and shall be allocated to the base/bases of [insert base(s) - example Total Labor (OH) Total Cost Input (G&A), Equipment Costs (FCCM)]. An updated rate proposal is required if the recipient requests to bill the DOE higher billing rates than those listed herein.

2. Fringe Cost Allocation:

Alternate 1: Choose if Fringe costs are proposed under a separate rate allocation, otherwise delete.

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

Alternate 2: Choose if Fringe costs are NOT proposed under a separate rate allocation, otherwise delete.

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this award. DOE will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this award cannot be allocated as a separate rate allocation to any other federally-sponsored project.

3. 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.

4. Indirect Cost Stipulations:

a. 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 Specialist 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 under a modification already being implemented. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in the budget attached to this award.



b. Annual Cost Reconciliation

Delete if Indirect Cost Allocation Alternate 1, 2 or 3 under Part 1 above were chosen.

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

c. Adjustments to Indirect Cost Billing Rates

Delete if Indirect Cost Allocation Alternate 1, 2, or 3 under Part 1 above were chosen.

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

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

d. Cost Sharing Indirect Costs

Delete if Indirect Cost Allocation Alternate 1 or 2 under Part 1 above were chosen.

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

e. 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.

VI. Equipment & Real Property Terms

A. Continued Use of Real Property and Equipment

In accordance with [2 CFR 200.311\(b\)](#), [2 CFR 200.313\(c\)\(1\)](#), and [2 CFR 910.360\(b\)\(1\)](#), the recipient may continue to use real property and equipment for authorized purposes beyond the award period with prior approval of the Grants Officer. The prior approval request must include:

- Authorized purpose for continued use of the property.
- Proposed use period (e.g., perpetuity, until fully depreciated, or a calendar date where the recipient expects to submit disposition instructions).
- A list of the property to be used.



- Current fair market value of the property.
- Estimated Useful Life or depreciation schedule for equipment.
- Acknowledgement that the recipient will continue to comply with [2 CFR 200.311](#), [2 CFR 200.313](#), and [2 CFR 200.316](#), and [2 CFR 910.360](#) and report on the status of the equipment at least annually.

Continued use of real property and equipment must not be requested until the end of the award period and is not authorized absent Grants Officer authorization.

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](#).

VII. Award Specific Terms

A. At Risk Requirements

The Grants Officer determined the recipient is high risk based on: [\[insert all risk criteria identified on the Budget Evaluation-New Award, Sections 9 and 10, Tier 3 or 4.\]](#)

Based on this determination, the Grants Officer has incorporated the following requirements into this award.

Insert action item(s) identified on the Budget Evaluation:

- The recipient will be placed on ACH payment method and required to submit invoice supporting documentation as specified by the Payment Procedures Term of the award.
- The recipient must utilize separate bank accounts for this DOE award and provide adequate evidence thereof to the satisfaction of the Grants Officer.
- Upon request of DOE, the recipient must provide adequate evidence of Cost Share availability to the satisfaction of the Grants Officer, or at [\[monthly, quarterly, annual, budget period, other\]](#) intervals.
- The recipient must establish contingency funds and provide adequate evidence thereof to the satisfaction of the Grants Officer per Term [\[insert the Term # and title that details the contingency requirements\]](#) in the Special Terms and Conditions of this award. *(Note: the use of this requirement is rare and judicious use only and per requirements of the NOFO under which the award was issued).*
- DOE will request a [\[financial capability, project cost verification, etc.\]](#) audit be performed on the recipient.
- Certain DOE funds are restricted per Term [\[insert the Term # and title that details the contingency requirements\]](#) in the Special Terms and Conditions of this award.
- The recipient must provide additional reports as required in the Federal Assistance Reporting Checklist.
- The recipient must obtain accounting or management assistance.
- *Other – (GFO users: see the Risk Assessment section of the Budget Evaluation and*



identify here): _____.

The recipient may report any change in circumstances that impact the Grants Officer's determination that it is At Risk. If the recipient believes that its circumstances have changed to this degree, the recipient may request a re-evaluation at any time after six months from the initial determination. Please provide a written request and support to the Specialist.

DOE will remove this Term, in part or in its entirety, by modification to the award if the conditions that prompted it have been corrected, subject to approval by the Grants Officer.

B. Use of Program Income

The recipient is encouraged to earn income that may be applied toward costs incurred during the period of performance or allowable closeout costs in accordance with [2 CFR 200.307](#) and [2 CFR 200.472\(b\)](#) respectively.

Select the program income approach determined for the award from the alternatives below and delete the reference to the "Alternate".

Alternate 1: Addition

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 ([2 CFR 200.307\(b\)\(2\)](#)).

Alternate 2: Cost Sharing

If the recipient earns program income during the period of performance as a result of this award, the recipient must use the program income to meet its cost sharing requirement ([2 CFR 200.307\(b\)\(3\)](#)).

Alternate 3: Deduction

If the recipient earns program income during the period of performance as a result of this award, the program income must be deducted from the total allowable project costs, reducing the overall total amount of the federal award ([2 CFR 200.307\(b\)\(1\)](#)).

C. Subrecipient, Contractor, and Equipment Cost Approvals

1. At Risk Notice

The recipient must obtain written approval by the Grants Officer for reimbursement of costs associated with subrecipients/contractor/equipment listed in paragraph B. below.

[Add language as necessary to request information from recipient, i.e. If the subaward is under \$250,000, the recipient must submit a Statement of Project Objectives, and basis of cost estimate. If the subaward is for \$250,000 or more, the recipient must submit a Statement of Project Objectives and Budget Justification. If the contractor cost is for \$250,000 or more, the recipient must submit quote and purpose/need. Or the equipment listed in paragraph B are equipment items for which the recipient is unable to produce quotes at this time.]



The recipient is restricted from expending project funds (i.e., federal share and recipient share) on the subrecipients' and/or contractors' supporting the tasks and/or equipment identified in paragraph B. below unless and until the Grants Officer provides written approval. At its discretion, DOE may not reimburse costs incurred prior to the date of any such written approval by the Grants Officer.

2. Grants Officer Approvals

Grants Officer approval as set out above is required for the following:

Task #	Activity	Subrecipient/Contractor /Equipment	Total Amount (\$) Restricted
1			

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

Upon written approval by the Grants Officer, the recipient may then receive payment for the tasks identified in the above table for allowable costs incurred, or DOE will recognize costs incurred toward cost share requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

D. Foreign Entity Participation as a Recipient, Subrecipient, or Contractor

The recipient and all subrecipients and contractors must be domestic entities (see domestic entity definition in the NOFO under which the project was selected).

Absent an approved waiver, participation by a non-domestic entity is unallowable until such time as the Grants Officer provides prior approval. See Prior Approval Term in the Special Terms and Conditions.

The prior approval request must include submission of a waiver to this requirement. The waiver must demonstrate to the satisfaction of DOE that the foreign entity's participation would further the purposes of the NOFO, is in the economic and energy security interests of the United States, does not pose an undue RTES risk (see RTES Due Diligence Reviews and Monitoring term in the Standard Terms and Conditions), and is otherwise in the best interest of the DOE program goals and agency priorities. The requirements for submission of the waiver are included within the NOFO under which the project was selected. DOE may require additional information in considering a waiver request.

DOE's decision regarding a waiver request is not appealable.



Specialist to delete the table below if there are no approved activities or costs associated with subrecipients or contractors that are foreign entities.

The following activities and/or costs associated with recipients, subrecipients or contractors that are foreign entities have been approved.

Task #	Activity	Cost	Name of Organization	Country
		Up to \$ [Specialist to indicate max allowable cost]		

E. Foreign Travel

If foreign travel is permitted in the NOFO under which the project was selected, the recipient is required to obtain the prior written approval of the Grants Officer for any foreign travel costs.

In addition to requesting prior approval, the recipient is required to submit a foreign work waiver for the following subset of foreign travel types:

- For travel to any country, the recipient is required to submit a foreign work waiver for foreign travel conducted in connection with the scope of the award where the purpose of the travel is a not a conference, scholarly workshop, or symposium.
- If the purpose of the travel is a conference, scholarly workshop, or symposium, the recipient is only required to submit a foreign work waiver if the travel is to a foreign country of concern. (See Standard Terms, Transparency of Foreign Connections for the definition of foreign country of concern.)

See Performance of Work in the United States (Foreign Work Waiver) in the Standard Terms and Conditions for details.

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 41 CFR 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.

Current “Open Skies Agreements” that are in effect can be found here: [Fly America Act | GSA](#).

It is the recipient’s responsibility for making determinations and documenting the decision as to whether an exemption to this requirement applies.



Exceptions vary depending on the direction of travel and are outlined in [41 CFR 301-10.136](#) and [41 CFR 301-10.137](#).

Specialist to delete the table below if no foreign travel is approved.

The following foreign travel has been approved.

Task #	Activity	Cost	Country
		Up to \$ [Specialist to indicate max allowable cost]	

F. Funding of Federally Funded Research and Development Centers (FFRDC)

Option A: Use when the DOE program will fund the DOE and non-DOE FFRDCs through the M&O contract.

DOE FFRDCs participating as a subrecipient on a project will be funded directly through the DOE Work Authorization process in accordance with [DOE O 412.1A](#). Non-DOE FFRDCs participating as a subrecipient will be funded through an interagency agreement between DOE and the sponsoring agency.

The recipient is not responsible for reporting on that portion of the total estimated cost that is paid directly to the DOE FFRDC.

While DOE will fund an FFRDC directly, the recipient and the FFRDC must execute an agreement between themselves that ties the work of the FFRDC to the work under the award and addresses the treatment of intellectual property and data sharing between them. The agreement will likely be a Cooperative Research and Development Agreement (CRADA), a Technical Assistance Agreement or Technical Service Agreement. However, with the Grants Officer approval, another agreement may be used provided it meets the above requirements. A non-disclosure agreement, an intellectual property management plan or a data management and sharing plan is not sufficient. The recipient and the FFRDC must have a fully executed agreement prior to the FFRDC starting work directly allocable to the award.

The recipient shall notify the Grants Officer when the agreement is finalized and provide the associated agreement number as specified in the Federal Assistance Reporting Checklist. Negotiating and executing the agreement may take several weeks, the recipient must mitigate this delay by engaging the FFRDC early and being responsive during agreement negotiations.

Option B: Use when the DOE program will fund the DOE and non-DOE FFRDCs through the DOE grant/cooperative agreement



The recipient and FFRDC are responsible for entering into an appropriate subaward that will govern, among other things, the funding of the FFRDC portion of the work from the recipient under its DOE award. Such an agreement must be fully executed prior to the FFRDC starting work directly allocable to the financial assistance award.

The recipient's cost share requirement will be based on the total cost of the project, including the recipient's, the subrecipient's, and the FFRDC's portions of the project. Refer to the Cost Sharing term for additional information.

VIII. Program Specific Terms

A. 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 in the budget attached to the award. 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; *GFO delete this bullet.*
4. Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this award; *NETL/Non-EERE delete this bullet.*
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. DOE's assessment of potential research, technology, and economic security (RTES) risks;
9. Written approval of the continuation application by the Grants Officer; and
10. DOE's Go/No-Go decision.

If 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.

B. Continuation Application and Funding

1. 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 per the Federal Assistance Reporting Checklist attached to the award, with written notification to the Federal Project Manager and the Specialist 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. The report must also address the recipient's progress towards meeting the objectives and milestones set forth in the [insert name of Plan(s)].
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)].
4. Updated disclosures: Transparency of Foreign Connections for the recipient and subrecipient and updated Common Forms (Biosketch and Current and Pending Support) for covered individuals.

2. 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 [Specialist to select technical objectives or Milestone Summary Table] stated in the Statement of Project Objectives attached to the award;
5. Recipient's submittal of required reports;
6. The recipient's submission of a continuation application;
7. DOE's assessment of potential research, technology, and economic security (RTES) risks;
8. Written approval of the continuation application by the Grants Officer; and
9. DOE's Go/No-Go decision.

C. Down-Select Application and Funding

1. Down-Select Application

A down-select application is a competitive application for an additional budget period. On [list date and time or number of days prior to end of budget period], the recipient must submit to the Federal Project Manager and the Specialist a down-select application, which includes the following information as stated in the Statement of Project Objectives attached to the award:

1. [Insert actual requirements from SOPO/NOFO]



2. Down-Select Funding

Down-select funding is contingent on

1. The availability of funds appropriated by Congress for the purpose of this program;
2. The availability of future-year budget authority;
3. The recipient's submittal of required reports;
4. The recipient's compliance with the terms and conditions of the award;
5. The selection by DOE to proceed into the subsequent budget period based on the review criteria listed in the Statement of Project Objectives attached to the award; and
6. Written approval of the down-select application by the Grants Officer.

D. 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.

E. Data Management and Sharing Plan

The Data Management and Sharing Plan (DMSP) must follow DOE and DOE sponsoring office guidelines and should address the Data Management and Sharing Plan and Reporting of Data Products requirements on the DOE Requirements and Guidance for Digital Research Data Management website: <https://www.energy.gov/datamanagement/doe-requirements-and-guidance-digital-research-data-management>.

If a Data Management and Sharing Plan (DMSP) was not provided by the time of award, the recipient must provide the Grants Officer with a DMSP not later than 90 days after the effective date of the award.

In the event the recipient fails to submit the DMSP within 90 days after award or DOE determines that the information provided by the recipient in its DMSP does not meet the requirements, DOE may take one or more of the actions identified in [2 CFR 200.339](#), including, but not limited to, temporarily withholding payments to the recipient pending correction of the deficiency, or wholly or partially suspending or terminating the Federal award.

The status of DMSP implementation should be reported through any applicable reporting requirements for this award.



If necessary, as the project progresses, any updates to the DMSP must be provided to the Grants Officer for review and approval.

IX. Infrastructure, Investment, and Jobs Act (IIJA) Terms

A. Reporting, Tracking, and Segregation of Incurred Costs

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

B. Davis-Bacon Act Requirements

If the award is funded under [Division D of the Infrastructure, Investment, and Jobs Act \(IIJA\)](#) per the Notice of Funding Opportunity Statutory Authority, all laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with [Subchapter IV of Chapter 31 of Title 40, United States Code](#) commonly referred to as the "[Davis-Bacon Act](#)" (DBA).

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

The recipient must comply with all [Davis-Bacon Act](#) requirements, including but not limited to:

1. Ensuring prior approval of Wage Determinations used for and attached to the award by the Grants Officer.
2. Ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subrecipient or contract awards.
3. Being responsible for compliance by any subrecipient or contractor with the Davis-Bacon labor standards.



4. Receiving and reviewing certified weekly payrolls submitted by all subrecipients or contractors for accuracy and to identify potential compliance issues.
5. Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by [29 CFR 5.6\(a\)\(2\)](#).
6. Conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subrecipients and contractors and as requested or directed by the DOE.
7. Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
8. Posting in a prominent and accessible place the [wage determination\(s\) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects](#).
9. Notifying the Grants Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in [29 CFR 5.7](#); disputes concerning labor standards pursuant to [29 CFR part 4](#), [29 CFR part 6](#), [29 CFR part 7](#), and [29 CFR part 8](#) and as defined in [FAR 52.222-14](#); disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this award, subrecipient award, contract or subcontract.
10. Preparing and submitting to the Grants Officer, the [Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report](#), by April 21 and October 21 of each year, in accordance with the reporting instructions in the Federal Assistance Reporting Checklist attached to the award.

The recipient must undergo Davis-Bacon Act compliance training and must maintain competency in [Davis-Bacon Act](#) compliance. The Grants Officer will notify the recipient of any DOE sponsored [Davis-Bacon Act](#) compliance trainings. The Department of Labor offers free [Prevailing Wage Seminars](#) several times a year that meet this requirement.

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

The Department of Energy has contracted with [LCPtracker](#), a third-party DBA electronic payroll compliance software application, and the use of [LCPtracker](#) is mandatory absent a waiver. A waiver for the use of [LCPtracker](#) may be granted to a particular recipient if they are unable or limited in their ability to use or access the software.

Davis-Bacon Act Electronic Certified Payroll Submission Waiver



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

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see [Davis-Bacon and Related Acts](#) and [Protections for Workers in Construction under the Infrastructure Investment and Jobs Act](#).

X. Program Specific Plans

A. Financial Commitment/Funding Plan

Not later than [#] business days after the effective date of the award:

The recipient must provide the Grants Officer with an updated total project cost estimate along with evidence of firm commitments to establish the recipient can pay its share (i.e., percentage) of the total project cost. Such evidence may include executed loans, bond financing agreements, state or local grants, and third-party contribution agreements. For each non-governmental source of cost-sharing, the recipient shall provide audited financial statements for the most recent two years.

If the recipient has not secured firm financial commitments to establish that the recipient can pay its share of the total project cost, the recipient must provide the Grants Officer with evidence of firm commitments made to date, as set forth above, and a detailed Funding Plan that meets the following requirements:

1. The Funding Plan must demonstrate a reasonable plan to obtain the balance of funding for the recipient's share of the total project cost. The Funding Plan must identify all anticipated sources of funding such as bank loans, bond offerings, state or local grants, and equity contributions.
2. The recipient must fully describe any limitations, conditions or other factors that could affect the availability of funding. If the recipient intends to use third party financing to cover all or a portion of the recipient's share of the total project costs, the recipient must discuss the timing, conditionality and terms and conditions of the financing.
3. The recipient must provide audited financial statements for the most recent two fiscal years for each non-governmental source of funds. If a source does not have audited financial statements, that source should provide equivalent financial statements prepared by the party, in accordance with Generally Accepted Accounting Principles, and certified as to accuracy and completeness by the Chief Financial Officer of the party providing the statements.
4. The recipient must obtain and provide a commitment letter from each source, signed by an officer of the corporation or other entity that is authorized to commit the funding to the proposed project. The amount of funds to be provided, the timing of the funding, and any contingencies, should be specified. Commitment letters should identify the type of proposed cost sharing (e.g., cash, services, and/or property) to be contributed.
5. If in-kind contributions of property or services are proposed, the recipient must provide



support for their valuation and explain how the valuation was determined.

6. If the project will be financed on a non-recourse basis, the recipient must provide a working financial model in MS Excel that provides projections of the project including an income statement, balance sheet, cash flow statement, and sources and uses of funds statement, all on an annual basis with appropriate supporting schedules. The financial projections should be developed in this financial model, commencing with the initial project development phase and extending through the period of operations needed to obtain funding. The model should be provided in electronic form including cell formulas so that review of the model assumptions and sensitivity calculations may be facilitated. The recipient must provide a description and explanation for each of the financial, economic, and operating assumptions for the project. The assumptions should be consistent with and supported by the information provided in the project cost estimate.

In the event DOE determines that the information provided by the recipient is inadequate to establish that the recipient can pay its share (i.e., percentage) of the total project cost, DOE may:

1. Restrict the release of federal funds while providing the recipient with a reasonable time period to provide adequate information.
2. Renegotiate the project scope and/or payment schedule.
3. Take action to suspend or terminate the award by providing the recipient with 30 days advance written notice and opportunity to cure. If the recipient is unable to cure by providing adequate information to assure/establish the recipient can pay its share (i.e., percentage) of the total project cost, DOE and the recipient agree the award will thereby be terminated by mutual agreement. If the award is terminated for the reason stated above, the recipient is entitled to payment of DOE's share of the allowable project cost incurred prior to the date of termination plus the reasonable cost of terminating contracts. DOE's maximum liability for project cost in the event of termination is [insert \$].

B. Cybersecurity Plan

The Secretary of Energy, per [IIJA Section 40126](#), designated the DOE's Office of Cybersecurity, Energy Security, and Emergency Response (CESER) as responsible for coordinating cybersecurity project plans for IIJA provisions the Secretary deemed to have a cyber risk. CESER coordinates with DOE National Laboratory Subject Matter Experts (SMEs) to provide project lifecycle support activities that maintain or improve the project cybersecurity over its lifecycle.

The recipient is responsible for maintaining and improving project cybersecurity throughout the period of performance, including responding to DOE feedback on the plans and the associated milestones, deliverables, and attending associated cybersecurity plan lifecycle support meeting dates with CESER and DOE SMEs. Any revisions to the cybersecurity plan(s) and all related deliverables shall be emailed securely to CR-IIJACybersecurityplans@hq.doe.gov.



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

All cybersecurity plans and deliverables are exempt from disclosure under the Freedom of Information Act (5 U.S.C. § 552) [Freedom of Information Act \(5 U.S.C. § 552\)](#) pursuant to [Section 40126\(e\)](#). This exemption is limited to information provided to or collected by the federal government described in [IIJA Section 40126](#), [42 U.S.C. § 18725](#).

C. Construction Workforce Continuity Plan

A [Construction Workforce Continuity Plan template](#) is provided for administrative convenience. If the template is not used, the recipient must ensure that all the information requested in the template is provided. A report on the recipient's progress toward meeting the objectives and milestones set forth in the Construction Workforce Continuity Plan must be included in the continuation application or as otherwise directed by the Grants Officer.

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

D. Operations Workforce Continuity Plan

An [Operations Workforce Continuity Plan template](#) is provided for administrative convenience. If the template is not used, the recipient must ensure that all the information requested in the template is provided. A report on the recipient's progress toward meeting the objectives and milestones set forth in the Operations Workforce Continuity Plan must be included in the continuation application or as otherwise directed by the Grants Officer.

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

E. Energy Data Exchange (EDX) Requirements

Any data products generated under this award shall be submitted to the [Energy Data eXchange \(EDX\)](#). Data products include but are not limited to software code, tools, applications, webpages, portfolios, images, videos, and datasets.

EDX supports a wide variety of file types and formats including: 1) data, 2) metadata, 3) software/tools, and 4) articles, provided that there is an accompanying Government use license. A partial list of file formats accepted by [EDX](#) is provided below, however, [EDX](#) accepts all types of file formats.

****Common Data Product Submission Formats:** ASC, AmiraMesh, AVI, CAD, CSV, DAT, DBF, DOC, DSV, DWG, GIF, HDF, HTML, JPEG2000, JPG, MOV, MPEG4,



MSH/CAS/DAT, NetCDF, PDF, PNG, PostScript, PPT, RTF, Surface, TAB, TIFF, TIFF Stacks, TXT, XLS, XML, Xradio, ZIP, and others.

**Geographic Formats: APR, DBF, DEM, DLG, DRG, DXF, E00, ECW, GDB, GeoPDF, GeoTIFF, GML, GPX, GRID, IMG, KML, KMZ, MDB, MrSID, SHP, and others.

Information provided to [EDX](#) will be made publicly available, unless otherwise prohibited under the award. If there are questions, please refer to [additional information on EDX](#).

When data products are submitted to [NETL EDX Reference Shelf](#), the data product will need to be registered with a [digital object identifier \(DOI\) through Office of Scientific and Technical Information \(OSTI\)](#) to ensure more visibility in other search repositories (i.e., [osti.gov](#), [data.gov](#), Google Scholar, etc.). The [OSTI DOI](#) can be established through an application programming interface (API) by completing just a few additional fields.

The recipient shall submit annually to [EDX](#) any data products generated under the award using any of the file formats listed above. All final data products shall be submitted to [EDX](#) prior to the completion of the project.

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