



Standard Terms and Conditions

Laws, Regulations, National Policies, Executive Orders, and Guidance Incorporated by Reference

The following are incorporated into this award by reference:

- Financial Assistance Regulations at [2 CFR Part 200](#), as adopted and supplemented by [2 CFR Part 910](#), and subject to deviations issued pursuant to [2 CFR 910.133](#)
- [National Policy Requirements](#) (November 12, 2020)
- Recipient's Application for Financial Assistance as approved by DOE
- Notice of Funding Opportunity under which the project was selected (if applicable)
- Research Terms & Conditions (November 12, 2020) and the DOE Agency Specific Requirements (November 12, 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp> (as applicable)
- Other program regulations at <http://www.eCFR.gov> (as applicable)

Applicability of Standard Terms and Conditions

These 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. The Special Terms and Conditions are a companion document to the Standard Terms and Conditions, comply with [2 CFR 200.211\(d\)](#), and address the unique aspects of a particular award driven by program specific requirements, statutory criteria, risks, or other considerations. Recipients must meet the requirements set forth in both the Standard Terms and Conditions and Special Terms and Conditions, if applicable. In instances where requirements may conflict, the Special Terms and Conditions will take precedence.

Financial Assistance Regulations at [2 CFR Part 200](#), as adopted and supplemented by 2 CFR 910 (subject to any deviations issued pursuant to eCFR :: 2 CFR 910.133 — Deviation authority) are incorporated into the Standard Terms and Conditions by reference.

In some instances, the terms and conditions reference specific sections of [2 CFR Part 200](#) and [2 CFR Part 910](#) to provide clarity regarding their implementation. These references do not replace, limit, or eliminate the applicability of the remaining portions of the Financial Assistance Regulations to the award.



The following tables provide an index of the sections of the regulations. The references in these tables are for convenience and do not replace the recipient's own due diligence in reviewing and complying with these regulations.

2 CFR Part 200, "Federal Agency" Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Subpart	Title	Reference
A	Acronyms	2 CFR 200
	Definitions	2 CFR 200.1
B	General Provisions	2 CFR 200.100 - 113
C	Pre-Federal Award Requirements and Contents of Federal Awards	2 CFR 200.200 - 217
D	Post Federal Award Requirements	2 CFR 200.300 - 309
	Property Standards	2 CFR 200.310 - 316
	Procurement Standards	2 CFR 200.317 - 327
	Performance and Financial Monitoring and Reporting	2 CFR 200.328 - 330
	Subrecipient Monitoring and Management	2 CFR 200.331 - 333
	Record Retention and Access	2 CFR 200.334 - 338
	Remedies for Noncompliance	2 CFR 200.339 - 343
	Closeout	2 CFR 200.344
	Post -Closeout Adjustments and Continuing Responsibilities	2 CFR 200.345
	Collection of Amounts Due	2 CFR 200.346
E	Cost Principles	2 CFR 200.400 - 476
F	Audit Requirements	2 CFR 200.500 - 521

2 CFR Part 910 "DOE" Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards		
Subpart	Title	Reference
A	Reserved	
B	General Provisions	2 CFR 910.120 - 133
C	Reserved	
D	Post Award Federal Requirements for For-Profit Entities	2 CFR 910.350 - 372
	Appendix A: Patent and Data Provisions	
E	Cost Principles	2 CFR 910.401
F	Audit Requirements for For-Profit Entities	2 CFR 910.500 - 521



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 Award Agreement, (or amended terms and conditions as may be applicable). If a hyperlink is broken, dead, or orphaned, the referenced regulation remains applicable.



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I. Administrative Terms

A. Legal Authority and Effect

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

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

B. Recipient Responsibilities

By accepting the award, the recipient accepts responsibility for administration of the award consistent with federal statutes, regulations, and the terms and conditions of the award.

The recipient must promptly notify DOE of any significant developments relating to the administrative, programmatic, technical, environmental, financial aspects, etc. of the award as well as any incident associated with the project (positive or negative) that has the potential for high visibility in the media. Please see Mandatory DOE Notifications for specifics.

C. Mandatory DOE Notifications

Recipients must promptly notify DOE in writing to the Grants Officer, Specialist, and Federal Project Manager for your award as identified in the Assistance Agreement should any of the instances described below occur during the course of your DOE financial assistance award.

Description of Notification Requirements	Location
Any fatality, injury, or illness that results in loss of consciousness or requires medical treatment beyond first aid involving an employee, or member of the public, resulting in any way from the performance of this award.	Standard Terms, “Liability”
Refusal of a subrecipient to accept flow down requirements within 5 business days of refusal.	Standard Terms, “Subaward and Contract Requirements”
Any incident arising out of or relating to work under the award that has the potential for high visibility in the media upon occurrence.	Standard Terms, “Recipient Responsibilities”
Any violations of Federal, State, Tribal, and local laws (i.e., environmental, health, safety, or labor laws and regulations) arising out of or relating to work under the award upon occurrence.	Standard Terms, “Compliance with Federal, Tribal, State, and Local Laws”



Description of Notification Requirements	Location
Any notices or claims of patent or copyright infringement arising out of or relating to the performance of the DOE award upon occurrence.	Award Attachments, "Intellectual Property Provisions"
Significant problems relating to the administrative, programmatic, technical, environmental (i.e., compliance with permits, etc.), or financial aspects of the award immediately upon occurrence.	Standard Terms, "Recipient Responsibilities"
Any noncompliance with approved Federal, Tribal, State, and Local permits, licenses, authorizations, and approvals upon occurrence.	Standard Terms, "Permits and Approvals"
Any adverse environmental event that significantly impacts social, cultural, economic, and natural resources (i.e., any significant environmental permit violation, incident which causes a significant process or hazard control system failure, environmental contamination or the need for environmental cleanup) immediately upon occurrence.	Standard Terms, "National Environmental Policy Act"
Any information arising during the award that may require classification immediately and no later than five (5) days.	Standard Terms, "National Security: Classifiable Results Originating Under an Award"
Any information alleging a violation of a prohibition identified in 2 CFR 175.105(a) immediately upon occurrence.	Standard Terms, "Terms and Conditions Incorporated by Reference"
Any employee under the award convicted for a violation of a criminal drug statute within ten (10) calendar days of occurrence in accordance with 2 CFR 182.225(a) .	Standard Terms, "Drug Free Workplace"
Any violations of the lobbying restrictions in the award upon occurrence.	Standard Terms, "Lobbying"
Any information regarding fraud, waste, abuse, or mismanagement immediately upon occurrence to the Office of the Inspector General .	Standard Terms, "Fraud, Waste and Abuse"
Significant negative developments such as problems, delays, or adverse conditions identified in accordance with 2 CFR 200.329(e) at least 20 working days prior to occurrence or as known. This notification also includes positive developments such as meeting milestones early, cost savings, etc., and any developments impacting performance of commitments made under 200.318(j).	Special Terms, "Federal Stewardship"
Insolvency, bankruptcy, receivership, or an audit determination that the company may not proceed as a going concern immediately and no later than 5 days.	Standard Terms, "Insolvency, Bankruptcy or Receivership"
Plans for Tribal interactions in sufficient time to determine the need for DOE participation prior to such interactions.	Standard Terms, "Impacted Indian Tribes"
Confirmation or belief that an owner of the recipient, owner of a subrecipient, or individual on the project team is	Special Terms, "Malign Foreign Talent Recruitment Program Prohibition"



Description of Notification Requirements	Location
participating in a Malign Foreign Talent Recruitment Program within five (5) business days of learning of the participation.	
Participation in the project by an Entity of Concern immediately upon occurrence.	Standard Terms, "Entity of Concern Prohibition"
Export control investigations, indictments, charges, convictions, and violations at the recipient or subrecipient level immediately upon occurrence.	Standard Terms, "Export Control"
Any loss, damage, or theft of equipment that will have an impact on the program at the recipient or subrecipient within fifteen (15) business days of occurrence.	2 CFR 200.313(d)(3)
Any specific conditions as described in 2 CFR 200.208 planned to be placed on a subaward prior to contractual execution.	2 CFR 200.332(d)
Any conditions identified in the Transparency of Foreign Connections Term within fifteen (15) business days of the planned interactions or learning of a previously undisclosed interaction or equipment covered under this Term.	Standard Terms, "Transparency of Foreign Connections"
Any improper claims or excess payments arising out of or relating to work under the award immediately upon occurrence.	Standard Terms, "Federal Payment"
Any violations of the cost share requirements under the award upon occurrence.	Standard Terms, "Cost Share Compliance"
Inability of the recipient to meet its cost sharing obligations immediately upon occurrence.	Standard Terms, "Cost Share Compliance"

D. Performance Measurement

In accordance with [2 CFR 200.301](#), the recipient’s progress in achieving the goals, targets, objectives, outcomes, schedule, and plans included within the full suite of award documents (including attachments) in addition to those delivered in accordance with award Attachment 2, Federal Assistance Reporting Checklist, will be assessed during the project period to evaluate achievement of program goals and objectives.

E. Subaward and Contract Requirements

The recipient agrees to apply the terms and conditions of this award, including the Intellectual Property Provisions, to any subrecipients except for DOE National Laboratories, (and contractors, as appropriate) where applicable. Consistent with 2 CFR 200.101(b), 2 CFR 200.327 (Appendix II to Part 200), and 2 CFR 200.332. For the purposes of the subaward(s) to a DOE National Laboratory, the recipient shall use an agreement consistent with the terms of the Management and Operating (M&O) Contract of the Laboratory (e.g., Strategic Partnership Projects or CRADA). Such agreements that are approved by the M&O Contracting Officer, in consultation with the DOE Patent Counsel, shall be considered compliant with the flow down requirements of the terms and conditions of this award. The recipient should consult with the



Grants Officer on the applicability of this flow down requirement to Federally Funded Research and Development Centers (FFRDCs).

Recipients that enter into subawards must execute a legally binding written agreement with the subrecipient, regardless of the value of the award. This agreement must incorporate all the applicable terms and conditions of this award, including any applicable Special Award Conditions, and must include the information at [2 CFR 200.332\(b\)](#). The recipient must perform all responsibilities required of a pass-through entity, as specified at [2 CFR 200.332](#), including but not limited to monitoring use of awarded funds and compliance with all terms and conditions; following up on any deficiencies identified as a result of onsite or desk reviews and/or audits; and reviewing and correcting as necessary all subrecipient performance and financial reporting before including this information on the recipient's required reports.

Recipients must verify that a proposed subrecipient is not excluded or disqualified from receiving or participating in federal awards prior to making a subaward to the proposed subrecipient by checking SAM.gov and documenting the results of the search. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in [2 CFR 200.332\(c\)](#).

The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with award requirements and to ensure that the scope of work is being appropriately carried out and milestones are achieved. The recipient must, if necessary, take appropriate enforcement actions against noncompliant subrecipients. The recipient must promptly notify DOE of any subrecipient refusal to accept flow down provisions or prior to implementation of any special conditions in subrecipient agreements.

F. Funding Availability

Funding not obligated at the time of award and funding for any future budget periods is subject to availability of funds, program authority, satisfactory performance, the project continuing to support DOE's programmatic goals, economic viability and compliance with the award terms and conditions.

If the award is a single performance period and the federal share is fully obligated, DOE will have fulfilled its maximum award funding obligation.

G. National Security: Classifiable Results Originating Under an Award

DOE does not expect that the results of the project will involve classified information. Under certain circumstances, however, a classification review of information originated under the



award may be required. DOE may review work under this award at any time to determine if it requires classification.

Some information concerning scientific, technological, economic matters, or other matters relating to national security or cryptography may arise during the award and require classification. If the recipient originates information during the course of this award that the recipient believes requires classification, the recipient must immediately and no later than 5 days from the identification of the concern:

1. Notify the Federal Project Manager and the Grants Officer; and
2. Submit the information by registered mail directly to the Director, Office of Classification and Information, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 28075-0963, for classification review; and
3. Restrict access to the information to the maximum extent possible until the recipient is informed that the information is not classified, but no longer than 60 days after receipt by the Director, Office of Classification and Information Control.

If DOE determines any of the information requires classification, the recipient agrees that the DOE may modify or terminate the award with consent of the recipient in accordance with [2 CFR 200.340\(a\)\(3\)](#). All material deemed to be classified must be forwarded to DOE in a manner specified by DOE. If DOE does not respond within the specified time periods, the recipient is under no further obligation to restrict access to the information.

Any award activities anticipated to involve production or use of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under [Section 51 of the Atomic Energy Act](#)) or nuclear energy, are unallowable until such time as the Grants Officer provides prior approval. See "Prior Approval" term in the Special Terms and Conditions.

H. Prohibition Against Re-Assignment

Except as otherwise provided by Federal statute, the recipient must not transfer, pledge, mortgage, assign, encumber or hypothecate this award, or any rights to, interests therein or claims arising thereunder, to any party or parties, including but not limited to banks, trust companies, other financing or financial institutions, or any other public or private organizations or individuals without the express prior written approval of the Grants Officer. See "Prior Approval" term in the Special Terms and Conditions.

I. Compliance with Federal, Tribal, State, and Local Laws

The recipient must comply with all applicable Federal, Tribal, State, and Local Laws and regulations for all activities performed under this award.



The recipient must notify DOE of any impending or actual violations of any Federal, Tribal, State, or Local Laws or the award terms and conditions (to include all award attachments). Any apparent inconsistency between federal statutes and regulations and the Terms and Conditions contained in this award must be referred to the Specialist and Federal Project Manager as identified in the Assistance Agreement for this award for guidance.

J. Permits and Approvals

The recipient is required to obtain and maintain all applicable Federal, Tribal, State, and Local permits, licenses, authorizations, and approvals for activities under this award.

The recipient must immediately notify DOE of noncompliance with any approved Federal, Tribal, State, and Local permits, licenses, authorizations, and approvals issued for activities under the award.

K. Corporate Felony Conviction and Federal Tax Liability Assurances

In accordance with [Sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act of 2015 \(Pub. L. No. 113-235\)](#), recipients organized as corporations are prohibited from receiving a DOE financial assistance award if the organization has an unpaid federal tax liability or has been convicted of a felony criminal violation under federal law in the 24 months preceding the award date.

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

By entering into this award, the recipient attests that its corporation has not been convicted of a felony criminal violation under federal law in the 24 months preceding the date of signature and further attests that its corporation does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

L. Nondisclosure and Confidentiality Agreements Assurances

The following attestation is required for compliance with [Section 747 of Division E of the Consolidated and Further Continuing Appropriations Act of 2015 \(Pub. L. No. 113-235\)](#).

By entering into this agreement, the recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or



statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The recipient further attests that it **does not and will not** use any federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

1. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.
2. The limitation above shall not contravene requirements applicable to [Standard Form 312 - Classified Information Nondisclosure Agreement](#), [Standard Form 4414 – \(U\) Sensitive Compartmented Information Nondisclosure Agreement](#), or any other form issued by a federal department or agency governing the nondisclosure of classified information.
3. Notwithstanding the provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

M. Pre-Award Information

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



N. Termination

In accordance with 2 CFR 200.340 the award may be terminated in part or its entirety as follows:

- (1) By the Federal Agency or pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award;
- (2) By the Federal Agency or pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;
- (3) By the recipient or subrecipient upon sending the Federal Agency or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Agency or pass-through entity determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the Federal Agency or pass-through entity may terminate the Federal award in its entirety; or
- (4) By the Federal Agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities. The program goals and agency priorities include, but are not limited to, the objectives specified in the Notice of Funding Opportunity under which the project was selected (if applicable).

O. Noncompliance

If the recipient fails to comply with Federal statutes, regulations or the Standard or Special terms and conditions of the award, the Grants Officer may take appropriate action in accordance with [2 CFR 200.339](#) including, but not limited to, withholding payments, disallowing costs, suspending or terminating the award, or initiating suspension and debarment proceedings. including, but not limited to, withholding payments, disallowing costs, suspending or terminating the award, or initiating suspension and debarment proceedings.

The Grants Officer will notify the recipient of DOE's determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate a proposed remedy. The recipient will have up to 30 calendar days to respond and provide information and documentation contesting the determination or suggesting an alternative remedy. The Grants Officer will consider any and all information provided by the recipient and issue a final determination in writing, which will state DOE's findings regarding noncompliance and the remedy to be imposed.



II. National Policy Terms

A. Terms and Conditions Incorporated by Reference

In accordance with the requirements below, the following are incorporated into the award to the extent identified with the same force and effect as though fully set forth herein.

Regulation	Requirement
2 CFR 25.220	System for Award Management (SAM.gov) and Universal Identifier Requirements
2 CFR 170.220	Reporting Subaward and Executive Compensation
2 CFR 175.200	Trafficking in Persons
Appendix XII to 2 CFR 200, Section I(a)(1)	Reporting of Matters Related to Recipient Integrity and Performance

The recipient must immediately notify DOE of information alleging a violation of a prohibition identified in [2 CFR 175.105\(a\)](#) and any employee under the award convicted of a criminal drug statute violation in accordance with [2 CFR 182.225\(a\)](#).

B. National Environmental Policy Act

DOE must comply with the [National Environmental Policy Act \(“NEPA”\), 42 USC 4321 et seq.](#) and NEPA implementing procedures at [10 CFR 1021](#) prior to authorizing the expenditure of Federal funds. Specifically, DOE is required to assess the impact of the activities authorized under this award on the human environment prior to authorizing project activities and associated project costs. The recipient is required to provide any information, documents, site access, or other assistance requested by DOE to complete the NEPA review.

Any project activity that has not received a written National Environmental Policy Act (NEPA) determination authorizing tasks, activities, or associated costs are unallowable until such time as the Grants Officer provides approval.

The recipient must immediately notify DOE of any adverse environmental event that significantly impacts social, cultural, economic, and natural resources (i.e., any significant environmental permit violation, incident which causes a significant process or hazard control system failure, environmental contamination or the need for environmental cleanup) immediately upon occurrence.

C. Historic Preservation Act

State Energy Program and Weatherization Assistance Program awards should refer to the Historic Preservation Act Term in the Special Terms and Conditions of their award.



DOE must comply with the [National Historic Preservation Act \("NHPA"\), 54 USC § 306108 et seq.](#), which requires federal agencies to consider the effects of undertaking (federally funded or assisted projects and activities) on historic properties that are listed in or eligible for listing in the [National Register of Historic Places](#) prior to the expenditures of federal funds. The recipient is required to cooperate with DOE in its compliance with the requirements of [Section 106 of the NHPA](#). The recipient may not alter any structure or site, including any groundbreaking for any purpose, prior to the resolution of the NHPA process. The requirements of this part are applicable to activities funded under the award and shall be coordinated in conjunction with DOE and, as appropriate, other federal agencies, the State Historic Preservation Officer or Tribal Historic Preservation Officer, Tribal representatives, and consulting parties.

The recipient may not alter any structure or site, including any groundbreaking for any purpose, prior to the resolution of the NHPA process. The tasks and costs are unallowable until such time as the Grants Officer provides prior approval. See "Prior Approval" term in the Special Terms and Conditions.

D. Drug Free Workplace

In compliance with [2 CFR 182.20](#), the DOE has adopted the OMB guidance in [2 CFR 182 Subparts A through F](#), as the Department's policies and procedures for the drug-free workplace requirements. Recipients must comply with [2 CFR 182 Subpart B](#) and [2 CFR 182 Subpart C](#) regarding requirements for a drug free workplace.

E. Nonprocurement Debarment and Suspension

In compliance with [2 CFR 180.20](#), the DOE has adopted the OMB guidance in [2 CFR Part 180 Subpart A](#) (and as supplemented by [2 CFR Part 601](#)) as the DOE's policies and procedures for non-procurement debarment and suspension. Recipients must comply with [2 CFR 180 Subpart C](#) regarding transactions when doing business with other participants.

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

In accordance with [Executive Order 13798](#), states, local governments, or other public entities may not condition subawards in a manner that would discriminate or disadvantage subrecipients based on their religious character.

G. Lobbying

By accepting funds under this award, the recipient agrees that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in [18 U.S.C. § 1913](#). This restriction is in addition to those prescribed elsewhere in statute and regulation. See also [2 CFR 200.450](#).



The recipient must immediately notify DOE of any violations of the lobbying restrictions upon occurrence.

H. Fraud, Waste and Abuse

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

Additionally, the recipient must be cognizant of the requirements of [2 CFR 200.113 Mandatory Disclosures](#), which states:

An applicant, recipient, or subrecipient of a federal award must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)). The disclosure must be made in writing to the Federal Agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in [200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

I. Human Subjects Research

Award activities involving human subjects, biospecimens, or identifiable private information research are subject to the requirements of [45 CFR 46, Protection of Human Subjects \(subpart A which is referred to as the "Common Rule"\)](#), [10 CFR 745, Protection of Human Subjects](#), and [DOE Order 443.1C, Protection of Human Research Subjects](#).

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



Any project activities that involve tasks such as interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present, etc. (Human Subject Research) are 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:

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

The recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to [DOE Human Subjects Research Database \(HSRD\)](#). *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the [DOE Human Subjects Protection Program](#).

J. Laboratory Animal Welfare Act

Any project activities involving research on vertebrate animals must comply with the [Laboratory Animal Welfare Act of 1966, as amended \(7 U.S.C. 2131 et. seq.\)](#) and the regulations promulgated thereunder by the Secretary of Agriculture ([9 CFR Subchapter A, Parts 1, 2, 3, and 4 \(Animal Welfare\)](#)) pertaining to the care, handling, and treatment of vertebrate animals held or used for research, teaching, or other activities supported by federal awards. The recipient must ensure that the guidelines described in the [Department of Health and Human Services \(DHHS\) Publication No. \(NIH\) 86-23, Guide for the Care and Use of Laboratory Animals, \(or succeeding revised editions\)](#) are followed and comply with the 'U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research, and Training' (included as an Appendix to the NIH Guide).

Project activities involving research on vertebrate animals are 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 the following.

Research Location	Deliverable
Domestic Entities Performing Tasks Inside	Institutional Animal Care and Use Committee (IACUC) approval date and the Animal Welfare Assurance Number



and Outside the United States as well as Foreign Entities Performing Tasks Inside the United States	
Foreign Entities Performing Tasks Outside the United States	Statement of Compliance with Standards for Humane Care and Use of Laboratory Animals by Foreign Institutions Conducting Animal Research Outside the United States

K. Build America, Buy America Act (BABA) Requirement

Applicable to awards made after 5/14/2022 as indicated in block 7 of the Assistance Agreement where the project includes construction, alteration, maintenance, and/or repair of public infrastructure in the United States. This term is applicable to existing awards (even if they did not previously include it) if additional funds are provided in a modification executed on or after 5/14/22. See [DOE Policy Flash 2025-56](#). Note that this term *does not* apply if the prime recipient is a for-profit entity.

1. Definitions

There are several terms of art that are given specific definitions with respect to the application and execution of BABA. [Full definitions of these terms can be found by following this hyperlink to the relevant section \(2 CFR 184.3\) of the Code of Federal Regulations](#). Any additional context not present in the Code of Federal Regulations definition for a given term is provided below.

- a. *Buy America Preference* (Sometimes also referred to as the **Buy America Requirement** or **Domestic Content Procurement Preference**). Note that, despite the use of the word “Preference,” this is very much a mandatory compliance requirement. The statute, implementing regulations, and OMB guidance characterize this requirement as the “Buy America Preference,” and so that terminology is reflected here to ensure consistency with the statute and existing guidance.
- b. *Component*
- c. *Construction materials*
- d. *Infrastructure project*
- e. *Iron or steel products*
- f. *Manufactured products*
- g. *Manufacturer*
- h. *Predominantly of iron or steel or a combination of both*
- i. *Produced in the United States* (Sometimes also referred to as the “Domestic Production requirement”)
- j. [Section 70917\(c\) Materials](#) (i.e., certain materials used in construction that are specifically excluded from being categorized as “construction materials”; as such, the Buy America Preference is not applied to these materials.



Additionally, the following terms are not defined in 2 CFR 184.3, but are important for a proper understanding of BABA and its application:

- k. *Project* – means the construction, alteration, maintenance, or repair of public infrastructure in the United States.
- l. *Infrastructure* – Infrastructure includes, at a minimum: the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging.
- m. *Public infrastructure* – The Buy America Preference does not apply to non-public (private) infrastructure. For purposes of compliance with BABA, infrastructure should be considered “public” if it is:
 - (1) publicly owned (owned, operated, funded and managed, in whole or in part, by any unit or authority of a Federal, State, or Local government-including U.S. Territories and Indian Tribes); or
 - (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose”, and therefore “public”, if it is privately owned but operated on behalf of the public or is a place of public accommodation.

2. Buy America Requirement

Subject to any applicable waiver, none of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless all iron, steel, manufactured products, and/or construction materials are “produced in the United States.” Standards to satisfy this requirement differ based on the category a given material falls under:

- a. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been



established under applicable law or regulation. (**Note:** [2 CFR 184.5](#) provides specific guidance for determining the cost of components for manufactured products); and

- c. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (**Note:** [2 CFR 184.6](#) provides additional standards that must be satisfied for some specified construction materials in order for those materials to be considered “produced in the United States”).

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

How should a recipient determine which items purchased/used in the project must comply with the “produced in the United States” standard (aka the Domestic Production Requirement)?

Only items that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project are required to meet the “produced in the United States” requirements. As such, this requirement does not apply to tools, equipment, and supplies - such as temporary scaffolding - brought into the construction site and removed at or before the completion of the infrastructure project. This is likewise applicable to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Domestic Production requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories but rather must meet the Buy America Preference Requirement for only the single category in which it was classified.

[Section 70917\(c\)](#) Materials are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives as provided in [Section 70917\(c\)](#) of BABA. [Section 70917\(c\)](#) materials are excluded from the definition of Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.



[Section 70917\(c\)](#) materials, on their own, are not manufactured products. Further, [Section 70917\(c\)](#) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, certain [Section 70917\(c\)](#) materials (such as stone, sand, and gravel) may be used to produce a manufactured product, such as is precast concrete. Precast concrete is made of components, is processed into a specific shape or form, and is in such state when brought to the work site. Furthermore, wet concrete should not be considered a manufactured product if not dried or set prior to reaching the work site.

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

3. Certification of Compliance

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

In general, certifications of BABA compliance from a given manufacturer should include the following, at a minimum:

- A listing of all products covered by the certification, including their category (e.g., iron, steel, manufactured product, or construction material);
- A recitation of the relevant “produced in the United States” standard for any categories (iron, steel, manufactured product, or construction material) provided in the above list, to ensure the manufacturer properly understands the standards to be met;
- A clear statement that the products listed meet the relevant “produced in the United States” standard(s); and
- A signature from an authorized representative of the manufacturer certifying the contents of the compliance statement.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to



the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

4. Waivers

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

Waivers must be based on one of the following justifications:

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

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

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



may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;

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

The recipient should consider using the following principles as minimum requirements contained in their waiver request:

- *Time-limited*: Consider a waiver constrained principally by a length of time, or phased-out over time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- *Targeted*: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- *Conditional*: The recipient may request a waiver with specific conditions that support the policies of IJJA/BABA.

Waiver Requests may be submitted utilizing [BABA Waiver Form \(gsa.gov\)](#), [Optional Form 2211 \(OF2211\)](#) or any other format to provide the required information for the project-specific waiver request. DOE may request, and the recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE’s final determination regarding approval or rejection of the waiver request may not be appealed. The waiver request review and public comment process required for a waiver determination can take up to 65 calendar days.

L. Implementation of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

It is the policy of the United States to protect the civil rights of all Americans and to promote individual initiative, excellence, and hard work. All recipients must comply in all respects with all applicable federal anti-discrimination laws. Compliance with such Federal laws is material to DOE’s payment decisions for purposes of section 3729(b)(4) of title 31, United States Code. By requesting a drawdown or reimbursement of funds under this award, the recipient certifies that it does not operate programs promoting diversity, equity, and inclusion that violate any applicable federal anti-discrimination laws.



III. DOE Terms

A. Liability

By entering into this agreement, the recipient attests that DOE has no responsibility or liability to the recipient, subrecipient, or third persons (including but not limited to contractors) for settlement of contractual and administrative protests, disputes, and claims arising out of transactions executed in support of the award or for the actions of the recipient, subrecipient, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award.

Please refer to the Federal Assistance Reporting Checklist, Special Status Reports for notification requirements associated with this Term.

B. Interim Conflict of Interest Policy for Financial Assistance

The [DOE interim Conflict of Interest Policy for Financial Assistance \(COI Policy\)](#) is applicable to all recipients applying for, or that receive, DOE funding by means of a DOE financial assistance award (e.g., a grant, cooperative agreement, technology investment agreement, or other transaction authority) and, through the implementation of this policy by the recipient, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this award. The term “Investigator” means the Principal Investigator (PI) and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE.

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

Prior to award, the recipient was required to: 1) ensure all Investigators on this award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). The recipient must be in full compliance with the other requirements set forth in DOE’s interim COI Policy. Further, the recipient must submit updated reports within 30 days of a change.

In accordance with the [DOE interim Conflict of Interest Policy for Financial Assistance \(COI Policy\)](#), prior to the expenditure of funds associated with an unmanaged or unmanageable FCOI, the recipient must submit a FCOI report for prior approval. Costs associated with the unmanaged FCOI are unallowable absent prior approval. For a list of the information that must



be included the disclosure, see [Section V. of the DOE interim Conflict of Interest Policy for Financial Assistance](#).

C. Organizational Conflict of Interest

The [DOE interim Conflict of Interest Policy for Financial Assistance \(COI Policy\)](#) is applicable to all recipients applying for, or that receive, DOE funding by means of a DOE financial assistance award (e.g., a grant, cooperative agreement, technology investment agreement, or other transaction authority).

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

The recipient must disclose in writing any potential or actual organizational conflict of interest to the Grants Officer for prior approval. The recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see [Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance](#). Absent prior approval, the procurement or transaction may not be pursued under the award

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

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

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

D. Environmental, Safety and Health Performance of Work at DOE Facilities

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



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

E. Insolvency, Bankruptcy or Receivership

The recipient shall immediately, but no later than five days, notify the Grants Officer, Specialist, and Federal Program Manager of the occurrence of any of the following events: (1) the recipient or the recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the recipient or the recipient's parent; (3) the filing of any similar proceeding for or against the recipient or the recipient's parent, or the recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the recipient, under any other applicable state or federal law; (4) the recipient's insolvency due to its inability to pay debts generally as they become due, or (5) auditor findings that document doubt about the recipient's ability to continue as a going concern.

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

Upon the occurrence of any of the events described in this term, DOE reserves the right to conduct a review to determine the recipient's compliance with the required elements of the award (including such items as cost share, progress towards technical/program project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the recipient's performance under the award, DOE reserves the right to impose specific conditions set forth in [2 CFR 200.208](#), as needed, including (1) change of payment method; or (2) institute payment controls.

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

F. Impacted Indian Tribes

Applicable to awards made after 4/5/2024 as indicated in block 7 of the Assistance Agreement.

If any activities anticipated to take place under this agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in [25 U.S.C. § 5304 \(e\)](#), then the recipient/awardee agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the agreement, and, if necessary, after the end of the agreement. If the recipient proposes any activities that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites,



sacred sites, water rights, mineral rights, fishing rights, and hunting rights, the recipient must notify DOE. The recipient/awardee must coordinate with DOE on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and DOE will conduct that consultation accordingly.

- Tribal lands are defined in [25 U.S.C. §§ 3501\(2\), \(3\), \(4\)\(A\) and \(13\)](#)

G. Acknowledgement and Disclaimer Language

The recipient is required to include the following acknowledgement and disclaimer language in information products in any medium or format used to convey results, findings, or technical innovations from research and development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable.

- *Acknowledgment:* “This material is based upon work supported by the U.S. Department of Energy’s [enter program office (e.g. Energy Efficiency and Renewable Energy)] under the [enter Technology Office (e.g., Geothermal Technology Office (GTO)) and initiative name (e.g., Geothermal Resources' Value in Implementing Decarbonization (GRID)) if applicable] award Number DE-[insert award number].”
- *Full Legal Disclaimer:* “This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”
- *Abridged Legal Disclaimer:* “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

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



H. 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 (RTES) Terms

A. RTES Due Diligence Reviews and Monitoring

All DOE-supported projects are subject to ongoing research, technology and economic security (RTES) due diligence reviews and monitoring to identify potential RTES risks from undue foreign influence; assess compliance with the RTES requirements set forth in the award; and, if applicable, compliance with risk mitigation measures. As part of the RTES due diligence reviews and monitoring, DOE may require the recipient or project team members to provide additional disclosures and information to inform the reviews.

All project participants, which for purposes of this term includes individuals participating in the project, are subject to RTES due diligence reviews. The due diligence review of covered individuals includes but is not limited to the review of resumes/bio-sketches, disclosures, and certifications. DOE reserves the right to require resumes/bio-sketches, disclosures, and certifications for project participants not defined as covered individuals. The recipient is not required to submit any additional information on non-covered individuals, unless requested by DOE. The volume and type of information collected may depend on various factors associated with the award. Note this review is separate and distinct from "[DOE Order 142.3B "Unclassified Foreign National Access Program"](#)".

In the event an RTES risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the award. If significant risks are identified and cannot be sufficiently mitigated, DOE may elect to not continue funding the award.

Consistent with Section 4(e) of the Presidential Memorandum on United States Government-Supported Research and Development National Security Policy-33 (NSPM-33), DOE may share



information regarding the risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

DOE's decision regarding a due diligence review is not appealable.

B. Required Risk Mitigation

Applicable to awards made after 10/1/2024 as indicated in block 7 of the Assistance Agreement.

In the event the recipient or subrecipient has entered into a mitigation agreement with DOE outside the terms and conditions, the following term applies.

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

C. Transparency of Foreign Connections

Prior to DOE making the award, the recipient and subrecipient(s) were required to provide Transparency of Foreign Connections disclosures. The recipient must notify the Grants Officer within fifteen (15) business days of learning of the circumstances listed below in relation to the recipient and subrecipients. The updated disclosures are subject to an RTES due diligence review (see RTES Due Diligence Reviews and Monitoring term above).

Disclosure exceptions by entity type:

- U.S. National Laboratories and domestic government entities are not required to respond to the Transparency of Foreign Connections disclosure.
- Institutions of Higher Education are only required to report on items with an asterisk (*).
- The applicability of disclosure requirements is determined by the entity type. Regardless of whether the recipient is exempt, the subrecipient(s) must provide these disclosures unless the subrecipient is also exempt.

Questions: Contact rtesinfo@hq.doe.gov

Disclosure Format: For the convenience of the entity providing the disclosure and certification, a template is available at [Transparency of Foreign Connections | Department of Energy](#);



however, the entity is not required to use this specific format. If another format is used, the signatory must include the same substantive information, a signature, date, and the certification statement provided below.

Disclosure Information:

1. *Any principal investigator, project manager, or other covered individual, or business owner, officer that is party to a Malign Foreign Talent Recruitment Program (MFTRP);
2. Any current or pending change in ownership structure of the recipient or subrecipients that increases foreign ownership related to a foreign country of concern;
3. Any new or pending parent company, joint venture, or subsidiary, of your entity that is based in or receives funding from any foreign country of concern;
4. Any new or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity based in, or funded by, any foreign country of concern;
5. Any new or pending venture capital or institutional investment by an entity that has a general partner or other individual holding a leadership role who has a foreign affiliation with any foreign country of concern;
6. *Any new or pending technology licensing or intellectual property sales or transfers to a foreign country of concern where the underlying technology is in the same technology area (e.g., biotechnology, energy generation and storage, advanced computing) as the project;
7. Any new or pending foreign business entity, offshore entity, or entity outside the United States that is based in, or funded by, any foreign country of concern;
8. Any changes to the recipient or the subrecipients' board of directors, including additions to the number of directors and the identity of new directors. Each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, shareholder affiliation, date of appointment, voting rights, citizenship, duration of term, as well as a description of observer rights as applicable;
9. Any new or pending indebtedness, liabilities, or obligations to an entity based in, or funded by, any foreign country of concern (whether the recipient or subrecipient is borrower, surety, guarantor, or other); and,
10. *Any of the following changes to the equipment proposed for use on the project:
 - i. Unmanned aircraft, control, and communication components originally made or manufactured in a foreign country of concern (including relabeled or rebranded equipment).
 - ii. Coded equipment where the source code is written in a foreign country of concern.
 - iii. Equipment from a foreign country of concern that will be connected to the internet or other remote communication system.
 - iv. Any entity from a foreign country of concern that will have physical or remote access to any part of the equipment used on the project after delivery.



Certifications:

Individuals participating in a Malign Foreign Talent Recruitment Program are prohibited from participating in a DOE award. The recipient and the subrecipients must certify that 1) the covered individuals in their respective employment have been made aware of the Malign Foreign Talent Recruitment Program prohibition and 2) the individuals have complied with their responsibilities to certify they are not party to a Malign Foreign Talent Recruitment Program.

I am providing this disclosure and certification on behalf of the above-mentioned entity as part of my responsibilities as the entity’s authorized official for the above-mentioned project. I certify to the best of my knowledge and belief that the information contained in this document is true, complete, and accurate.

I further certify that 1) the covered individuals in their respective employment have been made aware of the Malign Foreign Talent Recruitment Program prohibition and 2) the covered individuals have complied with their responsibilities to certify they are not party to a Malign Foreign Talent Recruitment Program.

I understand any false fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. §§ 3729, 3733, and 3801-3812). I further understand and agree that (1) the statements and representations made in this document are material to DOE’s funding decision; (2) in the event DOE issues an award, should I later learn during the life of the award that an individual participating in the project funded under the award is or is reasonably believed to be involved with a Malign Foreign Talent Recruitment Program, I must notify the cognizant Grants Officer within five business days on learning such information; and (3) I have an ongoing responsibility to update the disclosures provided above during the period of performance of the award if there is (i) there is any change to a disclosure, (ii) there is any material misstatement that DOE could determine poses a risk to economic or national security, or (iii) there is a change in ownership, change to entity structure, or other substantial change in the circumstances of the entity that DOE could determine poses a risk.

Authorized Official:	Title:
Signature:	Date:

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

The term “foreign country of concern” means the People’s Republic of China, the Democratic



People’s Republic of Korea, the Russian Federation, the Islamic Republic of Iran, or any other country determined to be a country of concern by the Secretary of State, and including countries of risk designated by the Department of Energy. This list is subject to change.

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

Changes to subrecipients or contractors from those in the originally approved award require prior approval from the Grants Officer. Before adding new subrecipients and contractors to the project, the recipient must submit a written request to the Grants Officer. For proposed changes to subrecipients, the recipient must provide a Transparency of Foreign Connections disclosure for each new subrecipient.

D. Foreign Collaboration Considerations

1. New Collaborations

The recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded award scope. The recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

2. Existing Collaborations

The recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which it has entered in connection with its DOE-funded award scope.

3. Definition of Collaboration

In general, a collaboration will involve some provision of a thing of value to, or from, the recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the award but resulting in provision of a thing of value from or to the award must also be reported. Collaborations do not include routine workshops, conferences, use of the recipient’s services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the recipient’s standard policies and procedures.



E. Research Security Training Requirement

Applicable to awards made after 10/1/2024 as indicated in block 7 of the Assistance Agreement.

Effective May 1, 2025, the Research Security Training Requirement is mandatory for research and development awards. (See [Policy Flash 2025-04](#).) Recipients must maintain a research security training program for covered individuals on the project, consistent with the requirements in [Section 10634 of the CHIPS and Science Act of 2022](#). Any new covered individuals at the recipient and subrecipient levels added to the project must certify that they have completed the training within thirty (30) calendar days of the individual joining the project (see Current and Pending Support in the Special Terms and Conditions for the definition of covered individual and for certification instructions).

In addition, the recipient must maintain sufficient records (records must be retained for the time period noted in 2 CFR 200.334 and made available to DOE upon request) of its compliance with this requirement for covered individuals at the recipient organization and it must extend this requirement to any and all subrecipients.

F. Digital Persistent Identifiers

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

Covered individuals must also include their PIDs in the current and pending support disclosures.

G. Entity of Concern Prohibition

Applicable to awards made after 10/1/2024 as indicated in block 7 of the Assistance Agreement.

No Entity of Concern as defined in [Section 10114 of Public Law 117-167 \(42 USC 18912\)](#), may receive any grant, contract, cooperative agreement, or loan of \$10 million or more in Department of Energy funds including funds made available by the Consolidated Appropriations Act, 2024 ([Public Law 118-42](#)).



In addition, for all awards involving Departmental activities authorized under [Public Law 117-167](#), no Entity of Concern (including an individual that owns or controls, is owned or controlled by, or is under common ownership or control with an Entity of Concern) may receive DOE funds or perform work under the award, subject to certain penalties. See [Section 10114 of Public Law 117-167 \(42 USC 18912\)](#) and [Division D, Title III, Section 310 of Division D of the Consolidated Appropriations Act of 2024 \(Pub. L. No. 118-42\)](#) for additional information.

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

The recipient must exercise ongoing due diligence to reasonably ensure that no such Entity of Concern is participating on the award. If, at any time, the recipient becomes aware that any participant on the award is an Entity of Concern and therefore is unable to fully comply with this term, the recipient shall promptly stop all work on this award, notify the Grants Officer within five (5) business days, and not proceed with the award work without further authorization.

H. Performance of Work in United States (Foreign Work Waiver)

1. Requirement

All work performed under this award must be performed in the United States, absent a written waiver approved by DOE and prior approval by the Grants Officer. See Prior Approval Term in the Special Terms and Conditions.

2. Failure to Comply

If the recipient fails to comply with the Performance of Work in the United States requirement, DOE may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable recipient cost share. The recipient is responsible should any work under this award be performed outside the United States, absent a waiver, regardless of whether the work is performed by the recipient, subrecipients, contractors or other project partners.

3. Waiver

To seek a waiver, the recipient must submit a written waiver request to DOE. 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.

The prior approval request must include submission of a request to waive the Performance of Work in the United States requirement. A waiver request must satisfactorily demonstrate that a waiver would further the purposes of the NOFO/program that the award was selected under, is otherwise in the best interest of the DOE programmatic objectives, is in



the economic and energy security interests of the United States, does not pose an undue RTES risk (see RTES Due Diligence term above) and is otherwise in the best interest of DOE program goals and agency priorities.

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

I. Export Control

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

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

J. Malign Foreign Talent Recruitment Program Prohibition

1. Prohibition

Individuals participating in a Malign Foreign Talent Recruitment Program are prohibited from participating in this award.

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

2. Required Certifications

- a. *Each covered individual* must certify on an annual basis that they are not party to a Malign Foreign Talent Recruitment Program.
- b. The recipient and the subrecipients must certify that the covered individuals in their respective employment have been made aware of the Malign Foreign Talent Recruitment Program prohibition and have complied with their certification responsibilities identified in 2.a.



3. Non-Discrimination

DOE will ensure that the Malign Foreign Talent Recruitment Program Prohibition is carried out in a manner that does not target, stigmatize, or discriminate against individuals on the basis of race, ethnicity, or national origin, consistent with [IAW Sections 10637 of P.L. 117-167 \(42 USC 19231-19232\)](#).

V. Financial Terms

A. Pre-Award Costs

In accordance with [2 CFR 200.210](#) and [2 CFR 200.458](#), pre-award costs are those incurred after the project selection date and prior to the effective date of the award pursuant to negotiation and in anticipation of the federal award where such costs are necessary for efficient and timely performance of the scope of work. These costs are allowable only to the extent that they would have been allowed if incurred after the start date of the federal award and only with the prior approval of the Grants Officer. See Prior Approval Term in the Special Terms and Conditions.

Although the Grants Officer may provide prior approval for the recipient to incur pre-award costs, pre-award expenditures are made at the selectee's risk. DOE is not obligated to reimburse costs: (1) in the absence of appropriations; (2) if an award is not made; (3) if an award is made for a lesser amount than the selectee anticipated; or (4) if specific conditions set forth in [2 CFR 200.208](#) apply.

Pre-award costs and scope must be included within the first budget period of the award (if the award has multiple budget periods), be clearly identified in award documents and must be included in the budget justification workbook and the award SF-424A.

DOE National Laboratories are not authorized to incur or be reimbursed for pre-award costs.

B. Cost Share Compliance

If cost sharing is required, the cost sharing requirements set forth in [2 CFR 200.306](#) and [2 CFR 910.130](#) apply. The recipient must meet cost sharing commitments, if any, identified in the Special Terms and Conditions.

The cost share percentage is calculated by dividing the recipient's cost share by the total allowable project costs for the award where the total allowable project costs include government share (including Federally Funded Research and Development Center (FFRDC) costs, when applicable) and cost share (see [2 CFR 910.130](#)). If FFRDCs are applicable and the DOE (FFRDC) effort is funded directly by DOE, the FFRDC costs are not included in the total approved budget attachment for this award. In this scenario, the recipient will not be responsible for reporting on the FFRDC portion of the total estimated cost, but the cost must be



included in all cost sharing calculations since the effort is included within the overall project scope.

If the recipient determines that it is unable to meet its cost sharing obligations, the recipient must notify the Grants Officer in writing immediately. The notification must include the following information: (1) whether the recipient intends to continue or phase out the project, and (2) if the recipient intends to continue the project, (3) how the recipient will pay (or secure replacement funding for) the recipient's share of the total project cost.

If the award is terminated or is otherwise not funded to completion, the recipient must provide the greater of: (1) the cumulative cost share percentage required in the Special Terms and Conditions or (2) the minimum cost share percentage required in the Notice of Funding Opportunity under which the recipient was selected when applied to the total project cost reimbursed as of the date of the termination or discontinuation. The recipient must comply with requirements set forth in [2 CFR 200.343](#), [2 CFR 200.344](#), [2 CFR 200.345](#), and [2 CFR 200.346](#).

The recipient must immediately notify DOE of cost share requirement violations or the inability of the recipient to meet its cost sharing obligations.

C. Federal Payment

The recipient will receive payments in accordance with payment requirements in the award Special Terms and Conditions.

All payments will be made by electronic funds transfer to the bank account identified on the Bank Information Form that the recipient files with the U.S. Department of Treasury.

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

If the award includes multiple budget periods, the recipient may not spend more than the federal share authorized to that particular budget period, without specific written approval from the Grants Officer. The recipient must immediately refund DOE any amount spent or drawn down more than the authorized amount for a budget period. The recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs and shall comply with the procedure for remitting interest earned to the federal government per [2 CFR 200.305](#), as applicable.

The DOE payment authorizing official may request additional information from the recipient to support the payment requests prior to release of funds, as deemed necessary. The recipient is



required to comply with these requests. Supporting documents include invoices, copies of contracts, contractor quotes, and other expenditure explanations that justify the reimbursement requests.

The recipient must immediately notify DOE of any improper claims or excess payments arising out of or relating to work under the award immediately upon occurrence.

D. Audits

1. Government-Initiated Audits

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

Consistent with [2 CFR 200.503](#) as adopted and supplemented by [2 CFR 910.503](#), DOE may audit or review the recipient's financial records or administrative records relating to this award at any time. Audits or reviews may be performed to determine if the recipient has an adequate financial management system to estimate, bill, and record federal government expenditures in accordance with the criteria in [2 CFR 200.302](#), Generally Accepted Accounting Principles (GAAP), Generally Accepted Government Accounting Standards (GAGAS), and [Standard Form 1408](#). Government-initiated audits are generally paid for by DOE.

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

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

2. Annual Independent Audits (Single Audit or Compliance Audit)

The non-profit recipient must comply with the annual independent audit requirements in [2 CFR 200.500 through 2 CFR 200.521 \(Single Audit\)](#) and a for-profit recipient must comply with the audit requirements set forth in [2 CFR 910.500 through 2 CFR 910.521 \(Compliance Audit\)](#).

The annual independent audits are separate from Government-initiated audits discussed in this Term and must be paid for by the recipient. To minimize expense, the recipient may



have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in [2 CFR 200.339](#), Remedies for Noncompliance.

E. Conference Spending

In accordance with [Section 739 of Division E of the Consolidated and Further Continuing Appropriations Act of 2015 \(Pub. L. No. 113-235\)](#), the recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

F. Budget Changes

State Energy Program awards should refer to the Budget Changes Term in the Special Terms and Conditions of their award.

1. Budget Changes Generally

The Grants Officer has reviewed and approved the SF-424A attached to this award.

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

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

2. Transfers of Funds Among Direct Cost Categories

The recipient is required to obtain the prior written approval of the Grants Officer for any transfer of funds among direct cost categories where the cumulative amount of such



transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this award.¹

G. Subrecipient Change Notification

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

To satisfy this notification requirement, the recipient documentation must, at a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subrecipient is providing cost share to the award;
3. An assurance that the process undertaken by the recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327;
4. An assurance that no planned, actual or apparent conflict of interest exists between the recipient and the selected subrecipient and that the recipient’s written standards of conduct were followed;²
5. A completed Environmental Questionnaire, if applicable;
6. A completed Transparency of Foreign Connections disclosure, if applicable, which includes the information as required in the NOFO that the award was selected under;
7. An assurance that the subrecipient is not a debarred or suspended entity; and
8. An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

¹ For example, if personnel costs increased by 8% of total project costs, prior written approval from the Grants Officer is not required. However, if there is an additional change to increase supplies by 3%, the total project cost change is 11% and prior written approval from the Grants Officer is required.

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



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

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

VI. Equipment and Real Property Terms

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

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

B. Title to Real Property and Equipment

Pursuant to [Section 309 of Division D of the Consolidated Appropriations Act of 2023 \(Pub. L. No. 117-328\)](#) for energy development, demonstration, and deployment programs awarded in fiscal year 2022 or later, DOE may, at its discretion, vest unconditional title or other property interests acquired under projects in the recipient, a subrecipient, or successor in interest, including the United States, at the conclusion of the award period.

C. Federally Owned Property (Government-Furnished)

If the recipient requires federally owned equipment to achieve project objectives, the recipient must submit a prior approval request to the Grants Officer.

The request must identify the equipment required and the tasks that the equipment will fulfill within the project scope. The request must also demonstrate that use of the equipment is in the DOE's best interest; that the overall benefit to the project outweighs the increased costs of administration; that providing the property does not increase the DOE's assumption of risk; and that DOE requirements cannot otherwise be met. The recipient's inability or unwillingness to supply its own resources is not sufficient reason for the DOE to furnish or acquire property to support the project.

If approved, federally owned property must be managed in accordance with [2 CFR 200.312](#) and reported as prescribed in the Federal Assistance Reporting Checklist and Instructions.



Absent authorization from the Grants Officer, federally owned property will not be provided to support the project objectives.