

Instructions for use:

The Special T&Cs may be modified to delete non-applicable provisions or to add provisions required in special circumstances (e.g. high-risk recipients or programmatic needs.)

The instructions for use of the provision (blue text), including this page, should be deleted prior to distribution.

If there are no instructions, the provision is required and must be included in the Special T&Cs.

Additional approvals for inclusion of some provisions may be required by local policy, procedure and guidance.

Special T&Cs can be put into column style by clicking on Format, then columns and choosing the number of columns desired.

**SPECIAL TERMS AND CONDITIONS
FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS
JULY 2008**

1a. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award, as shown in Block 18 of the Notice of Financial Assistance Award (NFAA) must be referred to the DOE Award Administrator identified in Block 12 of the NFAA for guidance.

1b. FEDERAL DEMONSTRATION PARTNERSHIP PHASE IV AND PHASE V

[Required for grant/cooperative agreements to all Federal Demonstration Partnership (FDP) participating institutions.]

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase IV or V Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots.

2. PAYMENT PROCEDURES *[choose the appropriate alternate]*

ALTERNATE 1 - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM *[Preferred method for nonprofit organizations, State and local governments, and Institutions of Higher Education. Use for awards to for-profit organizations if advance payments are authorized in accordance with 10 CFR 603.312(b)(2).]*

- (1) Method of Payment. Payment will be made by advances through the Department of Treasury's ASAP system.
- (2) Requesting Advances. Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
- (3) Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- (4) Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

ALTERNATE 2 – REIMBURSEMENT THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM *[Alternate method for nonprofit organizations, State and local governments, and Institutions of Higher Education. This is one of two preferred methods of*

payment for awards to for-profit organizations. The Contracting Officer will specify which method applies in the award document. Supporting cost detail can only be obtained by using the ACH Method (Alternate 3).]

- (1) Method of Payment. Payment will be made by reimbursement through the Department of Treasury's ASAP system.
- (2) Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. Your requests for reimbursement should coincide with your normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
- (3) Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- (4) Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

ALTERNATE 3 - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDER INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)

[Preferred method for ACH payments. This is one of two preferred methods of payment for awards to for-profit organizations. The Contracting Officer will specify which method applies in the award document. Use for awards to other recipients if there are special award conditions that require the reimbursement method of payment and/or supporting cost detail is required to be submitted.]

- (1) Method of Payment. Payment will be made by reimbursement through ACH.
- (2) Requesting Reimbursement. Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement" at <https://finweb.oro.doe.gov/vipers.htm> and attach a file containing appropriate supporting documentation. The file attachment must show the total federal share claimed on the SF 270, the non-federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.

- (3) Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement

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

- (4) Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.
- (5) Payments. The DOE approving official will approve the invoice as soon as practicable but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of your payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

ALTERNATE 4 - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) *[Alternate ACH method of payment. Should only used if ASAP is not appropriate and recipient cannot access VIPERS.]*

- (1) Method of Payment. Payment will be made by reimbursement through ACH.
- (2) Requesting Reimbursement. For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement" and appropriate supporting documentation to the address listed below. The supporting documentation must show the total federal share claimed on the SF 270, the non-federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," to:

U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box *(TBD)*
Oak Ridge, TN 37831

- (3) Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.
- (4) Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.

- (5) Payments. The DOE approving official will approve the invoice as soon as practicable but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the DOE Oak Ridge Financial Service Center (ORFSC) will disburse payments to you. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

3. INCREMENTAL FUNDING AND MAXIMUM OBLIGATION

[ALTERNATE 1 – applies if budget period and project period are different and the budget period is not fully funded]

If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the DOE/NNSA is limited to the amount shown in Block 16.b.(3) “CUMULATIVE DOE OBLIGATIONS Project Period to Date” on the Notice of Financial Assistance Award. You are not obligated to continue performance of the project beyond the total amount shown in Block 16.b.(3) and your pro rata share of the project costs, if cost sharing is required. Subject to the availability of additional funds, DOE anticipates obligating the total amount shown in Block 16.a.(4) for the current budget period.

[ALTERNATE 2 – applies if budget period and project period are coextensive and the award is not fully funded]

This award is funded on an incremental basis. The maximum obligation of the DOE/NNSA is limited to the amount shown in Block 16.b (3) “CUMULATIVE DOE OBLIGATIONS Project Period to Date” on the Notice of Financial Assistance Award. You are not obligated to continue performance of the project beyond the total amount shown in Block 16.b.(3) and your pro rata share of the project costs, if cost sharing is required. Additional funding is contingent upon the availability of appropriated funds and substantial progress towards meeting the objectives of the award.

4. COST SHARING *[choose one alternate]*

[ALTERNATE 1 – Applies if cost sharing is required and FFRDCs are not involved in the project. The Recipient’s cost share for each budget period must reflect the overall cost share ratio negotiated by the parties. This ratio must be at least the statutory minimum based on the nature of the project.]

- a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient’s cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period No.	Budget Period Start Date	Government Share \$ / %	Recipient Share \$ / %	Total Estimated Cost
1				
2				
3				
4				
5				
Total Project		\$	\$	\$

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

*[**ALTERNATE 2** – Applies if there is cost sharing and a DOE FFRDC contractor participates in the project and DOE pays the FFRDC costs directly.]*

a. Total Estimated Project Cost is the sum of the Government share, including FFRDC contractor costs, and Recipient share of the estimated project costs. The DOE/NNSA FFRDC contractor cost is not included in the total approved budget for this award, because DOE/NNSA will pay the DOE/NNSA FFRDC contractor portion of the effort under an existing DOE/NNSA contract. Recipient is not responsible for reporting on that portion of the total estimated cost that is paid directly to the DOE/NNSA FFRDC contractor.

The Recipient’s cost share must come from non-Federal sources unless otherwise allowed by law. By accepting federal funds under this award, you agree that you are liable for your percentage share of allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period No.	Budget Period Start Date	Government share , including FFRDC Cost		Recipient Share \$ / %	Total Estimated Cost
		DOE \$ / %	FFRDC \$ / %		
1					
2					
3					
4					
5					
Total Project		\$	\$	\$	\$

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

[ALTERNATE 3 – Under rare circumstances, DOE may agree to front-load its cost-sharing such that the recipient cost share percentage is below the statutory minimum in early budget periods, (or below the overall project cost–share ratio negotiated by the parties), with the expectation that the recipient will catch-up in later budget periods. FFRDCs are not involved.]

a. Total Estimated Project Cost is the sum of the Government share and Recipient share of the estimated project costs. The Recipient’s cost share must come from non-Federal sources unless otherwise allowed by law. Recipient acknowledges that the Government has agreed to share at a higher rate in the early stages of the project with the expectation that the recipient shall share at a higher rate during later stages in order to achieve an overall recipient cost-share percentage of at least ___*___% of the total allowable project costs. By accepting federal funds under this award, you agree that, notwithstanding the budget period cost-share percentages set forth below, you are liable for ___*___% of the total allowable project costs, even if the project is terminated early or is not funded to completion. If you have not achieved ___*___% cost-sharing at the time of project termination or discontinuance, you shall refund sufficient funds to the Government in order to achieve a Recipient cost-share percentage of ___*___% based on total allowable project cost. The cost is shared as follows:

Budget Period No.	Budget Period Start Date	Government Share \$ / %	Recipient Share \$ / %	Total Estimated Cost
1				
2				

3				
4				
5				
Total Project		\$	\$	\$

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

[ALTERNATE 4 – Under rare circumstances, DOE may agree to front-load its cost-sharing such that the recipient cost share percentage is below the statutory minimum in early budget periods, (or below the overall project cost–share ratio negotiated by the parties), with the expectation that the recipient will catch-up in later budget periods. FFRDCs are involved in the project.]

a. Total Estimated Project Cost is the sum of the Government share, including FFRDC contractor costs, and Recipient share of the estimated project costs. The DOE/NNSA FFRDC contractor cost is not included in the total approved budget for this award because DOE/NNSA will pay the DOE/NNSA FFRDC contractor portion of the effort under an existing DOE/NNSA contract. Recipient is not responsible for reporting on that portion of the total estimated cost that is paid directly to the DOE/NNSA FFRDC contractor.

The Recipient’s cost share must come from non-Federal sources unless otherwise allowed by law. Recipient acknowledges that the Government has agreed to share at a higher rate in the early stages of the project with the expectation that the recipient shall share at a higher rate during later stages in order to achieve an overall recipient cost-share percentage of at least * % of the total allowable project costs. By accepting federal funds under this award, you agree that, notwithstanding the budget period cost-share percentages set forth below, you are liable for * % of the total allowable project costs, even if the project is terminated early or is not funded to completion. If you have not achieved * % cost-sharing at the time of project termination or discontinuance, you shall refund sufficient funds to the Government in order to achieve a Recipient cost-share percentage of * % based on total allowable project cost. The cost is shared as follows:

Budget Period No.	Budget Period Start Date	Government share , including FFRDC Cost		Recipient Share \$ / %	Total Estimated Cost
		DOE \$ / %	FFRDC \$ / %		
1					
2					
3					

4					
5					
Total Project	\$	\$	\$	\$	

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this article, you should immediately provide written notification to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award indicating whether you will continue or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs that you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE/NNSA. Such records are subject to audit.

d. Failure to provide the cost sharing required by this Article may result in the subsequent recovery by DOE/NNSA of some or all the funds provided under the award.

6. DIRECT PAYMENT BY DOE/NNSA OF FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER (FFRDC) CONTRACTOR COST *[Applies if there is no cost sharing and a DOE FFRDC contractor participates in the project and DOE pays the FFRDC costs directly.]*

For the purposes of this article, Total Estimated Cost of Project (Block 17 on the Notice of Financial Assistance Award) includes DOE/NNSA FFRDC contractor costs. The DOE/NNSA FFRDC contractor cost is not included in the total approved budget for this award, because DOE/NNSA will pay the DOE/NNSA FFRDC contractor portion of the effort under an existing DOE/NNSA contract. Recipient is not responsible for reporting on that portion of the total estimated cost that is paid directly to the DOE/NNSA FFRDC contractor.

7. REBUDGETING AND RECOVERY OF INDIRECT COSTS

Alternate 1 – [choose when indirect costs and fringe benefits are reimbursable]

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government’s share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates (See “Incremental Funding and Maximum Obligation article). DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization’s required cost sharing.

Alternate 2 – [choose when indirect costs are reimbursable but fringe benefits are not]

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.
- b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates (See "Incremental Funding and Maximum Obligation article). DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.
- c. The budget for this award includes indirect costs, but does not include fringe benefits. Therefore, fringe benefit costs shall not be charged to nor shall reimbursement be requested for this project nor shall the fringe benefit costs for this project be allocated to any other federally sponsored project. In addition, fringe benefit costs shall not be counted as cost share unless approved by the Contracting Officer.

Alternate 3 – [choose when both indirect costs and fringe benefits are not reimbursable]

The budget for this award does not include indirect costs or fringe benefits. Therefore, these expenses shall not be charged to nor reimbursement requested for this project nor shall the fringe and indirect costs from this project be allocated to any other federally sponsored project. In addition, indirect costs or fringe benefits shall not be counted as cost share unless approved by the Contracting Officer.

8. PRE-AWARD COSTS *[Applies if the Contracting Officer approves pre-award costs for a period greater than the 90 calendar day period immediately preceding the date of the award.]*

You are entitled to reimbursement for costs incurred on or after (insert month, day, year), as authorized by the pre-award costs letter dated (insert date of approval letter), if such costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR part 600.

9. USE OF PROGRAM INCOME *[Three alternates. Choose one. Generally, Alternate 1 applies to awards supporting research and Alternate 3 applies to other discretionary awards.]*

ALTERNATE 1 – ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

ALTERNATE 2 – COST SHARING

If you earn program income during the project period as a result of this award, you may use the program income to meet your cost sharing requirement.

ALTERNATE 3 – DEDUCTION

If you earn program income during the project period as a result of this award, you must deduct the program income from the total allowable project costs to determine the net allowable costs on which the Federal share is based.

10. STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

11. STATEMENT OF SUBSTANTIAL INVOLVEMENT *[Applicable only if this is a cooperative agreement) [The program announcement may include a Statement of Substantial Involvement that will be included in cooperative agreements awarded under that announcement. If the announcement does not include such a statement, the Contracting Officer and DOE/NNSA Project Director will negotiate a specific Statement of Substantial Involvement for each cooperative agreement prior to award. Choose one.]*

Alternate 1 - Include text

Alternate 2 - A Statement of Substantial Involvement applicable to this cooperative agreement is provided as Attachment [] to this award

12. SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

13. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and

withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).
- c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

14. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: “This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)].”

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.”

15. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

16. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced in Block 19 of the Notice of Financial Assistance Award. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator identified in Block 12 of the NFAA and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at [http://www.gc.energy.gov/documents/Intellectual_Property_\(IP\)_Service_Providers_for_Acquisition.pdf](http://www.gc.energy.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf)

17. NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD

[Applicable only if this is a research award.]

- a. This award is intended for unclassified, publicly releasable research. You will not be granted access to classified information. DOE/NNSA does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. The Department may review research work generated under this award at any time to determine if it requires classification.
- b. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If you originate information during the course of this award that you believe requires classification, you must promptly:
 - (1) Notify the DOE Project Officer identified in Block 11 and the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award;
 - (2) Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
 - (3) Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control
- c. If you originate information concerning the production or utilization of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, you must:
 - (1) Notify the DOE Project Officer identified in Block 11 and the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award.

- (2) Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the recipient first discovers or first has reason to believe that the information is useful in such production or utilization.
 - (3) Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.
- d. If DOE determines any of the information requires classification, you agree that the Government may terminate the award by mutual agreement in accordance with 10 CFR 600.25(d). All material deemed to be classified must be forwarded to the DOE, in a manner specified by DOE.
 - e. If DOE does not respond within the specified time periods, you are under no further obligation to restrict access to the information.

18. CONTINUATION APPLICATION AND FUNDING [*Choose one if the award contains additional budget periods*]

ALTERNATE 1 – [*Applies to awards made only under 10 CFR 600*]

- a. Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 90 days before the end of each budget period, you must submit to the DOE Project Officer identified in Block 11 and the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award your continuation application, which includes the following information:
 1. A report on your progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
 2. A detailed budget and supporting justification for the upcoming budget period if additional funds are requested, a reduction of funds is anticipated, or a budget for the upcoming budget period was not approved at the time of award
 3. A description of your plans for the conduct of the project during the upcoming budget period, if there are changes from the DOE approved application.
- b. Continuation Funding. Continuation funding is contingent on (1) availability of funds; (2) substantial progress towards meeting the objectives of your approved application; (3) submittal of required reports; or (4) compliance with the terms and conditions of the award.

ALTERNATE 2 – *[Applies to awards made under 10 CFR 602 and/or 10 CFR 605 – Should only be used when awards are for SC or HS – alternate will normally be used only by CH and HQ]*

- a. Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 90 days before the end of each budget period, you must submit to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award your continuation application, which includes the following information:
 - (1) A report on your progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
 - (2) A completed budget page and supporting justification for the upcoming budget period when a change (increase or decrease) to anticipated future costs will exceed 25 percent of the original recommended future budget or when a budget for the upcoming budget period was not approved at the time of award.
 - (3) A description of your plans for the conduct of the project during the upcoming budget period, if there are changes from the DOE approved application.
- b. Continuation Funding. Continuation funding is contingent on (1) availability of funds; (2) substantial progress towards meeting the objectives of your approved application; (3) submittal of required reports; or (4) compliance with the terms and conditions of the award.

ALTERNATE 3 – *[Applies to awards made under the DOE State Energy Program 10 CFR 420 and/or the DOE Weatherization Assistance Program 10 CFR 440 – Alternate will normally be used only by NETL]*

- a. Continuation Application. A continuation/annual application shall be submitted to DOE in accordance with the annual Funding Opportunity Announcement/Grant Guidance that is issued by DOE.
- b. Continuation Funding. Funding is contingent on (1) availability of funds; (2) satisfactory progress towards meeting the objectives of the State Energy Program or Weatherization Assistance Program; (3) submittal of required reports; and (4) compliance with the terms and conditions of the award.

19. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree 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.

20. 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.

21. ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) PERFORMANCE OF WORK AT DOE FACILITIES *[Applies to all financial assistance actions that may involve work to be performed at a DOE-owned or controlled site.]*

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

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

The recipient shall apply this provision to its sub-recipients and contractors.

22. FUNDING OF BUDGET PERIODS *[Applicable in special situations where funding is to be made available beyond the current budget period. Judicious and rare use only. Review required at least one level above Contracting Officer prior to use.]*

DOE has obligated \$[INSERT TOTAL AMOUNT OF FUNDS OBLIGATED] for completion of the Project authorized by this agreement, however, only \$[INSERT DOE SHARE OF BUDGET PERIOD COSTS] is available for work performed by the Recipient during Budget Period [INSERT BUDGET PERIOD NUMBER(S)] of the Project. For Budget Period [INSERT BUDGET PERIOD NUMBER(S)], the remainder or \$[INSERT DOE SHARE OF BUDGET PERIOD COSTS] will be available contingent upon the submission by the Recipient of a continuation application and written approval of the continuation application by the DOE Contracting Officer.

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

23. FEDERALLY OWNED PROPERTY (GOVERNMENT-FURNISHED) *[Applicable if the government will furnish property.]*

See Attachment [] for a listing of federally-owned property accountable under this award. Federally-owned property shall be managed in accordance with 10 CFR 600.133(a) or 10 CFR 600.322, and reported as prescribed in Attachment 3, Federal Assistance Reporting Checklist.

24. AT RISK FOR FINANCIAL CAPABILITY *[Include this provision for At Risk Recipients. Specific language added to this provision must be approved by legal]*

You have been determined to be at risk for financial capability based on ... *[Insert reason]*

Based on this determination the following requirements, as listed below, have been incorporated into this award.

[Insert requirements]

You may report any change in circumstances that impact DOE's determination of your financial capability. If you feel that your circumstances have changed to this degree, you may request a re-evaluation at any time after 6 months from the initial determination. Please provide a written request and support to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award.

DOE will remove this provision by modification to the award if the conditions that prompted it have been corrected, as approved by the Contracting Officer.

25. CONDITIONAL AVAILABILITY OF FUNDS *[This provision should be used in rare circumstances. Subject to additional review in accordance with local guidance.]*

Notwithstanding the obligation of funds shown in Block 16(A)(1) of the Notice of Financial Assistance Award (NFAA), the parties hereby agree that the availability of funds to the Recipient for payment of costs incurred by the Recipient is conditioned upon Contracting Officer review and approval of the Recipient's application and completion of negotiations. When the parties have completed negotiations, the Contracting Officer shall issue an Amendment to this Award making available the obligated amount for payment in accordance with the payment provisions contained in the Special Terms and Conditions of this Award. Failure by the Recipient to provide an application with supporting documentation acceptable to the Contracting Officer or complete negotiations will be deemed Noncompliance pursuant to 10 CFR 600.24.

26. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP *[Use only for Non-Profit and For-Profit Recipients. Does not apply to Institutions of Higher Education, unless determined to be at risk.]*

(a) You shall immediately notify the DOE Administrator identified in Block 12 of the Notice of Financial Assistance Award of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent;

(iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

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

(c) Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change your payment method; or (ii) institute payment controls.

(d) Failure of the Recipient to comply with this provision may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

27. PERFORMANCE OF WORK IN UNITED STATES *[include if programmatically required]*

The Recipient agrees that at least ___% of the direct labor cost for the project (including subcontractor labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the Department of Energy that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

28. FFRDC ADVANCE UNDERSTANDING *[Include if a DOE National Laboratory will be performing a portion of the project research and prior approval of the cognizant DOE Contracting Officer was not obtained prior to award.]*

The recipient shall obtain prior written approval from the Contracting Officer having cognizance over the National Laboratory Management and Operating Contract, for use, under this award, of any equipment, facility, or personnel at the National Laboratory. The recipient will be subject to all conditions established by that DOE Contracting Officer.

29. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS *[Applies if a NEPA compliance review is required and if it has not been completed prior to award. Do not include it in awards if a categorical exclusion (CX), Environmental Assessment (EA) or Environmental Impact Statement (EIS) has been approved before award.]*

You are restricted from taking any action using Federal funds, which would have an adverse affect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: *[Insert*

activities that cannot be performed before the NEPA clearance or decision is completed]. This restriction does not preclude you from: [Insert activities that can be performed before the NEPA clearance or decision is completed].

If you move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE/NNSA initiating the NEPA process.

30. PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS CONTRACTORS' LABOR RELATIONS ON FEDERALLY FUNDED CONSTRUCTION PROJECTS *[Applicable if the objective of the award is to construct, rehabilitate, alter, convert, extend, or repair buildings, highways, or make other improvements to real property.]*

- a. Unless in conflict with State or local laws, you must ensure that bid specifications, project agreement, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 - 1. Require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 - 2. Otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
- b. The term “construction contract” as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.
- c. Nothing in this provision prohibits bidders, offerors, contractors or subcontractors from voluntarily entering into agreements with labor organizations.

31. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS *[Applicable if the objective of the award is to construct, rehabilitate, alter, convert, extend, or repair buildings, highways, or make other improvements to real property and if there is a possibility that the recipient's facilities will need to be restored or rehabilitated to approximately the same condition existing immediately prior to commencement of the Federal award.]*

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the recipient for (i) Decontamination and/or Decommissioning (D&D) of any of

the recipient's facilities, or (ii) any costs which may be incurred by the recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of this Agreement.