



**STATE OF VERMONT**  
JOINT FISCAL OFFICE

**MEMORANDUM**

To: Joint Fiscal Committee members  
From: Sorsha Anderson, Senior Staff Associate  
Date: March 10, 2026  
Subject: Grant Request - JFO #3273

Enclosed please find one (1) item, which the Joint Fiscal Office has received from the Administration. *The Public Service Department has requested an expedited review of JFO #3273 to meet the April 2026 launch date. Please respond by March 13, 2026.*

**JFO #3273:** \$29,303,666.00 to the Public Service Department, Office of Economic Opportunity from the U.S. Department of Energy. The Home Energy Rebate Program funds will be used to weatherize low-income homes. The first-year distribution is \$14,133.00 with subsequent yearly awards through May 31, 2029, for a total of \$29,303,666.00. *[Received March 9, 2026]*

Please review the enclosed materials and notify the Joint Fiscal Office (Sorsha Anderson: sanderson@leg.state.vt.us) if you have questions or would like this item held for legislative review. Please submit concerns or approval by **March 13, 2026**. Members will be polled on Friday, March 13, 2026, if no response has been received.



**State of Vermont**  
 Department of Finance & Management  
 109 State Street, Pavilion Building  
 Montpelier, VT 05620-0401

*Agency of Administration*

[phone] 802-828-2376

**STATE OF VERMONT  
 FINANCE & MANAGEMENT GRANT REVIEW FORM**

<b>Grant Summary:</b>		Home Energy Rebate Program			
<b>Date:</b>		2/20/2026			
<b>Department:</b>		Public Service Department			
<b>Legal Title of Grant:</b>		State and Community Energy Programs (SCEP) Inflation Reduction Act of 2022 Home Energy Rebate Programs			
<b>Federal Catalog #:</b>		81.041			
<b>Grant/Donor Name and Address:</b>		U.S. Department of Energy 1000 Independence Ave., SW Washington, DC 20585			
<b>Grant Period:</b>		<b>From:</b>	<b>To:</b>		
		9/1/2024	5/31/2029		
<b>Grant/Donation</b>		\$29,303,666			
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Total</b>	<b>Comments</b>
<b>Grant Amount:</b>	\$14,133	\$7,311,783	\$8,791,100	\$29,303,666	"SFY 1" represents FY25, with the grant amount representing costs already incurred by the department, of which the grant, if approved, would backfill state funds. \$7,325,916 expected to be distributed in FY28, and \$5,860,734 in FY29



**STATE OF VERMONT  
FINANCE & MANAGEMENT GRANT REVIEW FORM**

<b>Position Information:</b>	<b># Positions</b> 0	<b>Explanation/Comments</b>
<b>Additional Comments:</b>		
<b>Department of Finance &amp; Management</b>	Adam Greshin <small>Digitally signed by Adam Greshin Date: 2026.02.24 10:05:00</small>	(Initial)
<b>Secretary of Administration</b>	Nick Kramer <small>E710487A28FB46...</small>	(Initial)
<b>Sent To Joint Fiscal Office</b>	Anna Reinold	<b>Date</b>
	<b>REVIEWED</b> <small>By Anna Reinold at 11:22 am, Mar 09, 2026</small>	



## STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)

BASIC GRANT INFORMATION				
<b>1. Agency:</b>				
<b>2. Department:</b>	Department of Public Service			
<b>3. Program:</b>	Home Energy Rebate Programs			
<b>4. Legal Title of Grant:</b>	State and Community Energy Programs (SCEP) Inflation Reduction Act of 2022 Home Energy Rebate Programs			
<b>5. Federal Catalog #:</b>	81.041			
<b>6. Grant/Donor Name and Address:</b>				
Department of Energy, 1000 Independence Ave., SW, Washington, DC 20585				
<b>7. Grant Period:</b>	<b>From:</b>	9/1/2024	<b>To:</b>	5/31/2029
<b>8. Purpose of Grant:</b>				
The purpose of the HOMES program is to provide \$29 million to the Office of Economic Opportunity (OEO) to support the weatherization of low-income households. This funding is expected to enable OEO to serve approximately 1,500 households and provide a stable funding source for the program through 2029.				
<b>9. Impact on existing program if grant is not Accepted:</b>				
The Office of Economic Opportunity (OEO) would face a significant reduction in funding for the Home Weatherization Assistance Program (WAP), with approximately \$29 million becoming unavailable. This loss would directly impact low-income Vermonters by limiting access to essential weatherization services.				
10. BUDGET INFORMATION				
	<b>SFY 1</b>	<b>SFY 2</b>	<b>SFY 3</b>	<b>Comments</b>
<b>Expenditures:</b>	<b>FY 25</b>	<b>FY 26</b>	<b>FY 27</b>	
Personal Services	\$	\$	\$	
Operating Expenses	\$14,133	\$43,446	\$69,129	FY 28 \$57,579 FY 29 \$46,096
Grants	\$	\$7,268,337	\$8,721,971	FY 28 \$7,268,337 FY 29 \$5,814,638
<b>Total</b>	\$14,133	\$7,311,783	\$8,791,100	FY 28 \$7,325,916 FY 29 \$5,860,734
<b>Revenues:</b>				
State Funds:	\$0	\$0	\$	
Cash	\$0	\$0	\$	
In-Kind	\$0	\$0	\$	
Federal Funds:	\$14,133	\$7,311,783	\$8,791,100	FY 28 \$7,325,916 FY 29 \$5,860,734
(Direct Costs)	\$	\$	\$	
(Statewide Indirect)	\$	\$	\$	
(Departmental Indirect)	\$	\$	\$	
Other Funds:	\$	\$	\$	
Grant (source )	\$	\$	\$	
<b>Total</b>	\$14,133	\$7,311,783	\$8,791,100	FY 28 \$7,325,916 FY 29 \$5,860,734

## STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)

<b>Appropriation No:</b>	2240000910	<b>Amount:</b>	\$29,303,666
			\$
			\$
			\$
			\$
			\$
		<b>Total</b>	\$

### PERSONAL SERVICE INFORMATION

**11. Will monies from this grant be used to fund one or more Personal Service Contracts?**  Yes  No  
 If "Yes", appointing authority must initial here to indicate intent to follow current competitive bidding process/policy.

Appointing Authority Name: \_\_\_\_\_ Agreed by: \_\_\_\_\_ (initial)

<b>12. Limited Service Position Information:</b>	<b># Positions</b>	<b>Title</b>
<b>Total Positions</b>		

**12a. Equipment and space for these positions:**  Is presently available.  Can be obtained with available funds.

**13. AUTHORIZATION AGENCY/DEPARTMENT**

I/we certify that no funds beyond basic application preparation and filing costs have been expended or committed in anticipation of Joint Fiscal Committee approval of this grant, unless previous notification was made on Form AA-1PN (if applicable):

<b>Signature:</b>	Brittney L. Wilson	<b>Date:</b>	2/12/2026
<b>Title:</b>	Deputy Commissioner		
<b>Signature:</b>		<b>Date:</b>	
<b>Title:</b>			

### 14. SECRETARY OF ADMINISTRATION

<input checked="" type="checkbox"/> Approved:	(Secretary or designee signature) Nick Kramer	Date: 2/24/2026   4:56:33
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### 15. ACTION BY GOVERNOR

<input checked="" type="checkbox"/>	Check One Box: Accepted	(Governor's signature)	<b>Date:</b>
<input type="checkbox"/>	Rejected		3/5/26

### 16. DOCUMENTATION REQUIRED

**Required GRANT Documentation**

<input checked="" type="checkbox"/> Request Memo	<input type="checkbox"/> Notice of Donation (if any)
<input type="checkbox"/> Dept. project approval (if applicable)	<input type="checkbox"/> Grant (Project) Timeline (if applicable)
<input checked="" type="checkbox"/> Notice of Award	<input type="checkbox"/> Request for Extension (if applicable)
<input checked="" type="checkbox"/> Grant Agreement	<input type="checkbox"/> Form AA-1PN attached (if applicable)

# STATE OF VERMONT REQUEST FOR GRANT (\*) ACCEPTANCE (Form AA-1)

<input checked="" type="checkbox"/> Grant Budget	
<b>End Form AA-1</b>	
(*) The term "grant" refers to any grant, gift, loan, or any sum of money or thing of value to be accepted by any agency, department, commission, board, or other part of state government (see 32 V.S.A. §5).	



**State of Vermont**  
**Department of Public Service**  
112 State Street  
Montpelier, VT 05620-2601  
<http://public.service.vermont.gov>

[phone] 802-828-2811  
[fax] 802-828-2342  
[tdd] 800-734-8390

To: Sarah Clark, Secretary, Agency of Administration

From: Brittney Wilson, Deputy Commissioner, Public Service Department

Re: Submission of AA-1 for Expedited Review

Date: January 27, 2026

The Department of Public Service (PSD) has received a grant award in the amount of \$29,303,666.00 from the U.S. Department of Energy (DOE) through the Inflation Reduction Act (IRA) State Energy Program Grant. With this grant award, PSD will provide approximately \$29 million to the Office of Economic Opportunity (OEO) to support the weatherization of low-income households. The period-of-performance for this award runs from August 1, 2024, through May 31, 2029.

PSD is requesting an expedited review to support the timely transfer of grant funds to OEO, to ensure alignment with grant program deadlines established in the DOE-approved work plan through 2029, and to provide funds that will support OEO's program design work performed in advance of the program launch. This expedited action is necessary to maintain the program's expected launch date of April 1, 2026.

The HOMES award will deliver comprehensive energy efficiency upgrades to low-income households (those earning less than 80% area median income) at no cost to participants through the Home Weatherization Assistance Program (WAP). The WAP provides no-cost, whole-home energy retrofits to income-eligible Vermonters that helps these families save energy, reduce costs, improve health, and reduce greenhouse gas emissions. This funding is expected to serve approximately 1,500 households and provide a stable funding source for the program through 2029.

Please find the following documents enclosed:

- Form AA-1
- Request for expedited review by JFC
- Notice of grant award
- Grant Budget

If you have any questions, please contact Cherie Yaeger, Grants Program Manager, at [Cherie.Yaeger@vermont.gov](mailto:Cherie.Yaeger@vermont.gov) or 802-828-4007.



**State of Vermont**  
**Department of Public Service**  
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Montpelier, VT 05620-2601  
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## MEMORANDUM

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To: Joint Fiscal Committee

From: Brittney Wilson, Deputy Commissioner, Public Service Department

Date: January 27, 2026

Subject: Request for Grant Acceptance & Expedited Review

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Please find the following documents enclosed:

- Form AA-1
- Notice of grant award
- Grant Budget

If you have any questions, please contact me at [Cherie.Yaeger@vermont.gov](mailto:Cherie.Yaeger@vermont.gov).

**ASSISTANCE AGREEMENT**

1. Award No. DE-SE0000068		2. Modification No.	3. Effective Date 09/01/2024	4. CFDA No. 81.041	
5. Awarded To STATE OF VERMONT PUBLIC SERVICE DEPARTMENT Attn: Carol Flint 112 STATE ST MONTPELIER VT 056202601		6. Sponsoring Office State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW Washington DC 20585		7. Period of Performance 09/01/2024 through 08/31/2026	
8. Type of Agreement <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority IRA PL 117-169, 2022 PL 109-58 EPACT, 2005		10. Purchase Request or Funding Document No. 24SE000997		
11. Remittance Address STATE OF VERMONT PUBLIC SERVICE DEPARTMENT Attn: Carol Flint 112 STATE STREET MONTPELIER VT 056202601		12. Total Amount Govt. Share: \$29,303,666.00  Cost Share : \$0.00  Total : \$29,303,666.00		13. Funds Obligated This action: \$29,303,666.00  Total : \$29,303,666.00	
14. Principal Investigator	15. Program Manager Matthew Rivas Phone: 240-306-4753		16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401		
17. Submit Payment Requests To Payment - Direct Payment from U.S. Dept of Treasury		18. Paying Office Payment - Direct Payment from U.S. Dept of Treasury		19. Submit Reports To See Attachment 2	
20. Accounting and Appropriation Data 05478-2022-31-200835-41020-1800007-0000000-0000000-0000000					
21. Research Title and/or Description of Project IRA SECTION 50121 - HOME ENERGY EFFICIENCY REBATE PROGRAM - VERMONT					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign			25. Signature of Grants/Agreements Officer 		
23. Name and Title	24. Date Signed	26. Name of Officer Stephanie D. Sites		27. Date Signed 09/26/2024	

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SE0000068	2	3

NAME OF OFFEROR OR CONTRACTOR  
 STATE OF VERMONT PUBLIC SERVICE DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>UEI: FXRGN76HPMF3</p> <p>The purpose of this action is to obligate IRA SCEP funds and to authorize activities under Section 50121.</p> <p>The Project Period for this award is 09/01/2024 through 08/31/2026.</p> <p>The current Period of Performance for this award is 09/01/2024 through 08/31/2029.</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions.</p> <p>Recipient acknowledges the activities approved by this award are listed in the NEPA determination, Attachment 5 of this Award. If new activities, or activities that do not fit within the restrictions listed in the NEPA determination are proposed, additional NEPA review and Contracting Officer approval are required. Contact your DOE Project Officer, as shown below.</p> <p>This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910.</p> <p>Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>The Special Terms and Conditions for this award contain specific funding restrictions. Please review the applicable terms for procedures required to lift the restrictions. Specifically, Term 7 which restricts access to funding outside of your current tranche. This Administrative and Legal Requirements Document (ALRD) for this Award establishes funding tranches. The Recipient's approved use of funds is only for the tranche that DOE has approved the recipient for. The Recipient is not approved to use funds in other tranches beyond those it is approved for. If the</p> <p>Continued ...</p>				

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SE0000068	3	3

NAME OF OFFEROR OR CONTRACTOR  
 STATE OF VERMONT PUBLIC SERVICE DEPARTMENT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Recipient uses funds beyond what it has been approved to use, SCEP reserves the right to disallow associated funds as well as take other actions as listed in Term 7 of the Special Terms and Conditions.</p> <p>DOE Award Administrator: Walda Jacobs                      Email: walda.jacobs@ee.doe.gov                      Phone: 720-262-0214</p> <p>DOE Project Officer: Matthew Rivas                      E-mail: matthew.rivas@hq.doe.gov                      Phone: 240-306-4753</p> <p>Recipient Business Officer: Patricia Larose                      E-mail: patricia.larose@vermont.gov                      Phone: 802-622-4255</p> <p>Recipient Principal Investigator: Melissa Bailey                      E-mail: melissa.bailey@vermont.gov                      Phone: 802-461-6352</p> <p>Electronic signature or signatures as used in this document means a method of signing an electronic message that-</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;                      (B) Indicates such person's approval of the information contained in the electronic message;                      and,                      (C) Submission via FedConnect constitutes electronically signed documents.</p> <p>ASAP: YES Extent Competed: NOT AVAIL FOR COMP                      Davis-Bacon Act: NO PI: Bailey, Melissa                      Fund: 05478 Appr Year: 2022 Allottee: 31 Report                      Entity: 200835 Object Class: 41020 Program:                      1800007 Project: 0000000 WFO: 0000000 Local Use:                      0000000</p>				

NSO

JULY 2004

NSO



## **Inflation Reduction Act (IRA) Special Terms and Conditions**

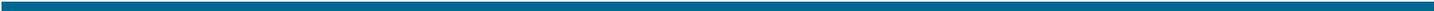
The Grantee (“Recipient”), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”) an office within the United States Department of Energy (“DOE”), enter into this Award, referenced above, to achieve the project objectives and the technical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

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

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Narrative
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	NEPA Determination

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as supplemented by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- Public Law 117-169, also known as the Inflation Reduction Act (IRA).
- The Recipient’s application/proposal as approved by SCEP.



## Table of Contents

<b>Subpart A. General Provisions .....</b>	<b>1</b>
Term 1. Legal Authority and Effect .....	1
Term 2. Reserved .....	1
Term 3. Compliance with Federal, State, and Municipal Law .....	1
Term 4. Inconsistency with Federal Law .....	1
Term 5. Federal Stewardship .....	1
Term 6. Federal Involvement .....	1
Term 7. NEPA Requirements .....	3
Term 8. Historic Preservation .....	4
Term 9. Performance of Work in United States .....	4
Term 10. Foreign National Involvement .....	5
Term 11. Foreign National Participation .....	5
Term 12. Post-Award Due Diligence Reviews .....	5
Term 13. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress .....	5
Term 14. Reporting Requirements .....	6
Term 15. Lobbying .....	6
Term 16. Publications .....	6
Term 17. No-Cost Extension .....	7
Term 18. Property Standards .....	7
Term 19. Insurance Coverage .....	7
Term 20. Real Property .....	7
Term 21. Equipment .....	8
Term 22. Supplies .....	9
Term 23. Property Trust Relationship .....	9
Term 24. Record Retention .....	9
Term 25. Audits .....	9
Term 26. Site Visits and Recipient Administrative Organizational Reviews .....	10
Term 27. Indemnity .....	10
<b>Subpart B. Financial Provisions .....</b>	<b>10</b>
Term 28. Maximum Obligation .....	10
Term 29. Funding of Tranches .....	10
Term 30. Continuation Application and Funding .....	11
Term 31. Refund Obligation .....	11
Term 32. Allowable Costs .....	12
Term 33. Indirect Costs .....	12
Term 34. Decontamination and/or Decommissioning (D&D) Costs .....	13
Term 35. Use of Program Income .....	13
Term 36. Payment Procedures .....	13
Term 37. Budget Changes .....	14
<b>Subpart C. Miscellaneous Provisions .....</b>	<b>15</b>
Term 38. Insolvency, Bankruptcy or Receivership .....	15
Term 39. Reporting Subawards and Executive Compensation .....	16
Term 40. System for Award Management and Universal Identifier Requirements .....	20
Term 41. Nondisclosure and Confidentiality Agreements Assurances .....	21
Term 42. Subrecipient and Subcontractor Change Notification .....	22
Term 43. Conference Spending .....	23
Term 44. Recipient Integrity and Performance Matters .....	23
Term 45. Export Control .....	25

<b>Term 46. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</b> .....	<b>26</b>
<b>Term 47. Fraud, Waste and Abuse</b> .....	<b>26</b>
<b>Term 48. Interim Conflict of Interest Policy for Financial Assistance Policy</b> .....	<b>27</b>
<b>Term 49. Organizational Conflict of Interest</b> .....	<b>27</b>
<b>Term 50. Participants and Other Collaborating Organizations</b> .....	<b>28</b>
<b>Term 51. Community Benefits Outcomes and Objectives</b> .....	<b>29</b>
<b>Term 52. Human Subjects Research</b> .....	<b>29</b>
<b>Term 53. Affirmative Action and Pay Transparency Requirements</b> .....	<b>30</b>
<b>Term 54. Potentially Duplicative Funding Notice</b> .....	<b>30</b>
<b>Subpart D. Inflation Reduction Act (IRA) Specific Requirements</b> .....	<b>31</b>
<b>Term 55. Program Launch Approval</b> .....	<b>31</b>
<b>Term 56. Implementation Blueprint Submission</b> .....	<b>31</b>
<b>Term 57. Reporting Tracking and Segregation of Incurred Costs</b> .....	<b>31</b>

## Subpart A. General Provisions

### Term 1. Legal Authority and Effect

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

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

### Term 2. Reserved

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

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

### Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

### Term 5. Federal Stewardship

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

### Term 6. Federal Involvement

#### A. Review Meetings

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with SCEP. Review meetings enable SCEP to assess the work performed under this Award and determine whether the Recipient has timely achieved the milestones and deliverables stated in Attachment 1 to this Award.

SCEP shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. SCEP will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's progress compared to the Narrative Document in Attachment 1 to this Award.
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award.
- Other subject matter specified by the DOE Project Officer.

#### **B. Project Meetings**

The Recipient is required to notify SCEP in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project scope/approach, cost, or schedule. Upon request by SCEP, the Recipient is required to provide SCEP with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

#### **C. Site Visits**

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

#### **D. Tranche Continuation Decisions**

The Administrative and Legal Requirements Document (ALRD) for this Award establishes funding tranches. The Recipient's approved use of funds is only for the tranche that DOE has approved the recipient for. The Recipient is not approved to use funds in other tranches beyond those it is approved for. If the Recipient uses funds beyond what it has been approved to use, SCEP reserves the right to take appropriate action up to and including those listed below.

For each funding tranche, SCEP must determine whether the Recipient has fully and satisfactorily completed the work described in the ALRD, Program Requirements, award attachments, award terms and conditions as well as DOE approved plans for

this Award. The holistic performance of the award is taken into consideration during the continuation review. As a result of the continuation review, in its discretion, SCEP may take one of the following actions:

- Continue to fund the project, contingent upon the availability of funds appropriated by Congress for the purpose of this program;
- Place a hold on additional federal funding for the project, pending sufficient progress against performance targets, milestones and deliverables, further supporting data or funding; or
- Discontinue funding the project because of insufficient progress, change in strategic direction, or lack of funding.

If routine data reviews demonstrate the Recipient is not meeting Plan terms, DOE reserves the right to put a hold on the funds the Recipient can draw down under the Automated Standard Application for Payments (ASAP) System.

**E. Performance Targets, Milestones, and Deliverables**

The Administrative and Legal Requirements Document (ALRD) and Program Requirements for this Award establishes performance targets, milestones, and deliverables required to continue into a new tranche of funding. If the Recipient fails to meet the established performance targets, milestones and/or deliverables, the Recipient must provide an improvement plan in its continuation application for how it will improve program performance to meet the next tranche's targets. DOE approval is required in order to move to the next tranche and for funds to be released.

**F. SCEP Access**

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP for the purpose of its Federal stewardship or substantial involvement.

**Term 7. NEPA Requirements**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

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

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

## **Term 8. Historic Preservation**

### **A. Authorization**

DOE must comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA) prior to authorizing the use of Federal funds. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. DOE does not anticipate any impacts to resources of concern.

## **Term 9. Performance of Work in United States**

### **A. Requirement**

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

### **B. Failure to Comply**

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

### **C. Waiver for Work Outside the U.S.**

All work performed under this Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the following information:

- The rationale for performing the work outside the U.S.;
- A description of the work proposed to be performed outside the U.S.;

- Proposed budget of work to be performed; and
- The countries in which the work is proposed to be performed.

For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the ALRD or Program that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request.

### **Term 10. Foreign National Involvement**

The Recipient and project participants (including subrecipients and contractors) who anticipate involving foreign nationals in the performance of an award, may be required to provide DOE with specific information about each foreign national to satisfy requirements for foreign national participation. A foreign national is defined as any person who is not a U.S. citizen by birth or naturalization. The volume and type of information collected may depend on various factors associated with the award.

### **Term 11. Foreign National Participation**

A “foreign national” is defined as any person who is not a U.S. citizen by birth or naturalization.

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE’s request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national’s participation in the Award. Likewise, DOE may elect to deny a foreign national’s access to a DOE sites, information, technologies, equipment, programs, or personnel. DOE’s determination to deny participation or access is not appealable.

### **Term 12. Post-Award Due Diligence Reviews**

During the period of performance of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

### **Term 13. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress**

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

## Term 14. Reporting Requirements

### A. Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

### B. Dissemination of Scientific and Technical Information

Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link ([E-Link](#)) system. STI submitted under this Award will be disseminated via DOE's [OSTI.gov](#) website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the [DOE PAGES](#) website.

### C. Restrictions

Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

## Term 15. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## Term 16. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the IRA Home Energy Rebates Award Number DE-SE0000068."
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or

implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

*Abridged Legal Disclaimer:* “The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government.”

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

### **Term 17. No-Cost Extension**

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

### **Term 18. Property Standards**

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

### **Term 19. Insurance Coverage**

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

### **Term 20. Real Property**

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

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

## **Term 21. Equipment**

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

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

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

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

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

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

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

**Term 22. Supplies**

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

**Term 23. Property Trust Relationship**

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

**Term 24. Record Retention**

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

**Term 25. Audits****A. Government-Initiated Audits**

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

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. 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 project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

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

**B. Annual Independent Audits (Single Audit or Compliance Audit)**

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

**Term 26. Site Visits and Recipient Administrative Organizational Reviews**

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

**Term 27. Indemnity**

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

**Subpart B. Financial Provisions****Term 28. Maximum Obligation**

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

**Term 29. Funding of Tranches**

SCEP has obligated funding as shown in Block 13 of the Assistance Agreement for completion of the Project. However, only the federal share of costs associated with the current funding tranche is available for work performed by the Recipient. Tranches are associated with specific project milestones, which are outlined in the Administrative and Legal Requirements Document

(ALRD), associated with this program. The federal share of costs is shown on Attachment 3.

The remainder of funding is contingent upon: (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's satisfactory progress towards meeting the objectives of the Home Energy Rebates Program; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) the Recipient's submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer.

In the event that the Recipient does not submit a continuation application for subsequent tranches, or SCEP disapproves a continuation application for subsequent tranches, the maximum SCEP liability to the Recipient is the funds that are available for the current approved tranche. In such event, SCEP reserves the right to deobligate any remaining federal funds.

### **Term 30. Continuation Application and Funding**

#### **A. Continuation Application**

A continuation application is a non-competitive application to enter into a new funding tranche. The continuation application shall be submitted to SCEP in accordance with the tranche table in the ALRD that is issued.

#### **B. Continuation Funding**

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) Recipient's satisfactory progress towards meeting the objectives of the Home Energy Rebates Program; (4) Recipient's submittal of required reports; (5) Recipient's compliance with the terms and conditions of the Award; (6) the Recipient's submission of a continuation application; and (7) written approval of the continuation application by the Contracting Officer. The holistic performance of the award is taken into consideration during the continuation review.

#### **C. Continuation Review**

The Administrative and Legal Requirements Document (ALRD) outlines expected performance targets and deliverables required to continue into a new tranche of funding. In addition, DOE will take the full performance of the award into consideration when making a continuation decision. If a Recipient's overall performance is assessed by DOE to be inadequate, DOE reserves the right to disapprove a continuation into a new tranche of funding.

### **Term 31. Refund Obligation**

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

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

### **Term 32. Allowable Costs**

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

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

### **Term 33. Indirect Costs**

#### **A. Indirect Cost Allocation:**

The Recipient has a current and approved Predetermined or Fixed Negotiated Indirect Cost Rate Agreement (NICRA) and it applies uniformly across all federal awards through the Recipient's fiscal year end [2025](#). An updated rate proposal or NICRA is required within 180 days prior to the identified expiration if the Recipient is to continue to bill predetermined indirect cost billing rates on the DOE award.

#### **B. Fringe Cost Allocation:**

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

#### **C. Subrecipient Indirect Costs (If Applicable):**

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

#### **D. Indirect Cost Stipulations:**

##### **i. Modification to Indirect Cost Billing Rates**

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

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

**ii. Award Closeout**

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

**Term 34. Decontamination and/or Decommissioning (D&D) Costs**

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) 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 Award, whether said work was performed prior to or subsequent to the effective date of the Award.

**Term 35. Use of Program Income**

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

**Term 36. Payment Procedures**

**A. Method of Payment**

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

**B. Requesting Reimbursement**

Requests for reimbursements must be made through the ASAP system.

**C. Adjusting Payment Requests for Available Cash**

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

**D. Payments**

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

**E. Unauthorized Drawdown of Federal Funds**

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

**Term 37. Budget Changes****A. Budget Changes Generally**

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

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

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

**B. Transfers of Funds Among Direct Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE /Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as “Total” in Block 12 to the Assistance Agreement of this Award.

**C. Transfer of Funds Between Direct and Indirect Cost Categories**

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient’s actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

## **Subpart C. Miscellaneous Provisions**

### **Term 38. Insolvency, Bankruptcy or Receivership**

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

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

Upon the occurrence of any of the four events described in paragraph A. of this term, EERE reserves the right to conduct a review of the Recipient’s Award to determine the Recipient’s compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient’s performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls.

Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

## Term 39. Reporting Subawards and Executive Compensation

### A. Reporting of first-tier subawards

- i. *Applicability.* Unless the Recipient is exempt as provided in paragraph D. of this award term, the Recipient must report each action that equals or exceeds \$30,000 in Federal funds for a subaward to an entity (see definitions in paragraph E. of this award term).
- ii. *Where and when to report.*
  1. The Recipient must report each obligating action described in paragraph A.i. of this award term to <https://www.fsrs.gov>.
  2. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported no later than December 31, 2010.)
- iii. *What to report.* The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

### B. Reporting Total Compensation of Recipient Executives

- i. *Applicability and what to report.* The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:
  1. The total Federal funding authorized to date under this Award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
  2. In the preceding fiscal year, the Recipient received;
    - a. 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards)

3. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).
- ii. *Where and when to report.* The Recipient must report executive total compensation described in paragraph B.i. of this award term:
    1. As part of the Recipient's registration profile at <https://www.sam.gov>.
    2. By the end of the month following the month in which this award is made, and annually thereafter.

### **C. Reporting of Total Compensation of Subrecipient Executives**

- i. *Applicability and what to report.* Unless the Recipient is exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
  1. In the subrecipient's preceding fiscal year, the subrecipient received:
    - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)
  2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total

compensation filings at <http://www.sec.gov/answers/excomp.htm>).

- ii. *Where and when to report.* The Recipient must report subrecipient executive total compensation described in paragraph C.i. of this award term:
  1. To the recipient.
  2. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

#### **D. Exemptions**

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards; and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

#### **E. Definitions**

For purposes of this Award term:

- i. Entity means all of the following, as defined in 2 CFR Part 25:
  1. A Governmental organization, which is a State, local government, or Indian tribe.
  2. A foreign public entity.
  3. A domestic or foreign nonprofit organization.
  4. A domestic or foreign for-profit organization.
  5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
  1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards

to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
  3. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
1. Receives a subaward from the Recipient under this award; and
  2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
1. Salary and bonus.
  2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  5. Above-market earnings on deferred compensation which is not tax-qualified.
  6. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for

the executive exceeds \$10,000.

## **Term 40. System for Award Management and Universal Identifier Requirements**

### **A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

### **B. Unique Entity Identifier (UEI)**

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

### **C. Definitions**

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
  1. A Governmental organization, which is a State, local government, or Indian Tribe.
  2. A foreign public entity.
  3. A domestic or foreign nonprofit organization.

4. A domestic or foreign for-profit organization.
  5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
  2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).
  3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
1. Receives a subaward from the Recipient under this Award; and
  2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

#### **Term 41. Nondisclosure and Confidentiality Agreements Assurances**

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
- i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of*

*funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*

- ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

#### **Term 42. Subrecipient and Subcontractor Change Notification**

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

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

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient and/or subcontractor is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient and/or subcontractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and/or subcontractor and that the Recipient's written standards of conduct were followed.<sup>1</sup>
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient and/or subcontractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient and/or subcontractor agreement.

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

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

### **Term 43. Conference Spending**

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

### **Term 44. Recipient Integrity and Performance Matters**

#### **A. General Reporting Requirement**

If the total value of the Recipient's currently active Financial Assistance awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of

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

performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**B. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
  1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
  2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  4. Any other criminal, civil, or administrative proceeding if:
    - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
    - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

**C. Reporting Procedures**

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

**D. Reporting Frequency**

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

**E. Definitions**

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—
  1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**Term 45. Export Control**

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. 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.” The Recipient is 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 violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

## **Term 46. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

As set forth in 2 CFR 200.116, recipients and subrecipients are prohibited from obligating or expending project funds (Federal funds and recipient cost share) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

## **Term 47. Fraud, Waste and Abuse**

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

Additionally, the Recipient must be cognizant of the requirements of 2 CFR 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in 200.339. (See also 2 CFR part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

#### **Term 48. Interim Conflict of Interest Policy for Financial Assistance Policy**

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/unmanageable, in its initial and ongoing FCOI reports. Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

#### **Term 49. Organizational Conflict of Interest**

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

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary

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

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

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

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

## **Term 50. Participants and Other Collaborating Organizations**

Prior to award, the Recipient was required to provide the following information on participants and other collaborating organizations. If there are any changes to Participants and Collaborating Organizations information previously submitted to DOE, the Recipient must submit updated information within thirty (30) calendar days after the end of the quarterly reporting period in which the change occurred:

### **A. What individuals have worked on the project**

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort).

- i. Name
- ii. Organization
- iii. Job Title
- iv. Role in the project
- v. Start and end date (month and year) working on the project
- vi. State, U.S. territory, and/or country of residence
- vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
- viii. If yes to vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

**B. Organizations**

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

**Term 51. Community Benefits Outcomes and Objectives**

The recipient must meet the stated objectives and milestones set forth in its Community Benefits Outcomes and Objectives, which is incorporated into the Award per Term 56. A report on the recipient's progress toward meeting the objectives and milestones set forth in the Community Benefits Outcomes and Objectives must be included in the continuation application.

**Term 52. Human Subjects Research**

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

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

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

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

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and

- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

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

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

### **Term 53. Affirmative Action and Pay Transparency Requirements**

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

- (1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors, and subcontractors must take. See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec>.

### **Term 54. Potentially Duplicative Funding Notice**

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are

being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

## **Subpart D. Inflation Reduction Act (IRA) Specific Requirements**

### **Term 55. Program Launch Approval**

The Recipient must not disburse rebate funds nor accept rebate claims until it receives DOE approval to proceed with program launch. The Recipient must address and comply with all program requirements to receive Federal funding and to launch State programs. If the Recipient launches the rebate program(s) or disburses rebate funds prior to DOE approval, DOE reserves the right to take appropriate action.

### **Term 56. Implementation Blueprint Submission**

The Recipient must submit a complete State Implementation Blueprint and related plans within a minimum of 60 days prior to planned program launch. Any application requirements that were deferred to the State Implementation Blueprint must also be addressed. States must receive DOE approval on the State Implementation Blueprint and related plans before launching their program. Once DOE approval is received, the State Implementation Blueprint and supporting plans become immediately binding to the award and will be enforceable. The State Implementation Blueprint and supporting plans will be incorporated into the award Terms & Conditions by reference and will be incorporated formally in the next award modification, following approval by DOE.

### **Term 57. Reporting Tracking and Segregation of Incurred Costs**

IRA funds may be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate. The Recipient must keep separate records for IRA funds and must ensure those records comply with the requirements of the IRA.