**ATTACHMENT 1:**

**SPECIAL TERMS AND CONDITIONS**

|  |  |
| --- | --- |
| **Prime Recipient** |  |
| **Award No.** |  |
| **Type of Funding Agreement** | Fixed-Amount Grant |
| **Competitive or Noncompetitive Award** | Competitive |
| **Funding Opportunity Announcement (if applicable)** | DE-FOA-0001954 (SBIR/STTR), Topic G: *Supporting Entrepreneurial Energy Discoveries* |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Prime Recipient”), which is identified in Block 5 of the Cover Page (Assistance Agreement Form), and the Advanced Research Projects Agency-Energy (“ARPA-E”), an agency within the United States Department of Energy (“DOE”), enter into this grant, Award No. \_\_\_\_\_\_\_\_\_\_\_\_, to achieve the project objectives and the technical milestones and deliverables stated in the Full Application dated \_\_\_\_\_\_\_\_\_\_, as amended by the Prime Recipient’s letter dated \_\_\_\_\_\_\_\_\_\_.

This Award consists of the Department of Energy (DOE) Financial Assistance Regulations, 2 CFR Part 200, as amended by Part 910, available at <http://eCFR.gov>; the Financial Assistance Application as approved by ARPA-E; and the following Award documents:

|  |  |
| --- | --- |
| **Cover Page** | **Assistance Agreement Form** |
| Attachment 1 | Special Terms and Conditions  |
| Attachment 2 | Intellectual Property Clauses  |
| Attachment 3 | Reserved |
| Attachment 4 | ARPA-E Reporting Checklist and Instructions |
| Attachment 5 | Reserved |
| Attachment 6 | National Policy Assurances  |

The Prime Recipient agrees to comply with the terms and conditions of this Award. The Prime Recipient also agrees to apply the terms and conditions of this Award to all subrecipients (or subcontractors, as appropriate) and to require their strict compliance therewith.

Failure to comply with the terms and conditions of this Award may result in the imposition of additional award conditions which are consistent with 2 CFR § 200.207. If ARPA-E determines that noncompliance cannot be remedied by imposing additional conditions, ARPA-E may temporarily withhold or disallow reimbursement of costs, suspend or terminate this Award, and/or seek other available remedies under 2 CFR § 200.338.

All notifications, requests, and other communications to the ARPA-E Contracting Officer should be sent to ARPA-E-CO@hq.doe.gov and the assigned Contract Specialist for this Award.

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Table of Contents

[SUBPART A. GENERAL CLAUSES 4](#_Toc35600625)

[CLAUSE 1. LEGAL AUTHORITY AND EFFECT 4](#_Toc35600626)

[CLAUSE 2. EFFECTIVE DATE 4](#_Toc35600627)

[CLAUSE 3. BUDGET PERIOD/PERIOD OF PERFORMANCE 4](#_Toc35600628)

[CLAUSE 4. COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW 4](#_Toc35600629)

[CLAUSE 5. INCONSISTENCY WITH FEDERAL LAW 4](#_Toc35600630)

[CLAUSE 6. FEDERAL STEWARDSHIP 4](#_Toc35600631)

[CLAUSE 7. NEPA REQUIREMENTS 5](#_Toc35600632)

[CLAUSE 8. RESEARCH EFFORT REQUIREMENTS 5](#_Toc35600633)

[CLAUSE 9. PRINCIPAL INVESTIGATOR REQUIREMENTS 6](#_Toc35600634)

[CLAUSE 10. FOREIGN WORK 7](#_Toc35600635)

[CLAUSE 11. PURCHASES 7](#_Toc35600636)

[CLAUSE 12. LOBBYING RESTRICTIONS 7](#_Toc35600637)

[CLAUSE 13. EXPORT CONTROLS 7](#_Toc35600638)

[CLAUSE 14. PUBLICATIONS 7](#_Toc35600639)

[CLAUSE 15. EXTENSIONS OF PERFORMANCE PERIOD 8](#_Toc35600640)

[CLAUSE 16. PROPERTY TRUST RELATIONSHIP AND INSURANCE COVERAGE 8](#_Toc35600641)

[CLAUSE 17. PROPERTY – SUPPLIES AND EQUIPMENT 8](#_Toc35600642)

[CLAUSE 18. POTENTIALLY CLASSIFIABLE RESULTS ORIGINATING UNDER THIS AWARD 9](#_Toc35600643)

[CLAUSE 19. RECORD RETENTION 9](#_Toc35600644)

[CLAUSE 20. AUDITS 10](#_Toc35600645)

[CLAUSE 21. CLAIMS, DISPUTES, AND APPEALS 11](#_Toc35600646)

[CLAUSE 22. CONFERENCE SPENDING 11](#_Toc35600647)

[CLAUSE 23. SYSTEM FOR AWARD MANAGEMENT REGISTRATION 12](#_Toc35600648)

[SUBPART B. FINANCIAL CLAUSES 12](#_Toc35600649)

[CLAUSE 24. MAXIMUM OBLIGATION 12](#_Toc35600650)

[CLAUSE 25. PAYMENT PROCEDURES 12](#_Toc35600651)

[Subpart C. Miscellaneous Provisions 13](#_Toc35600652)

[CLAUSE 26. CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES 13](#_Toc35600653)

[CLAUSE 27. NON-ASSIGNABILITY 14](#_Toc35600654)

[CLAUSE 28. NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES 14](#_Toc35600655)

[CLAUSE 29. CONTINUATION APPROVALS 14](#_Toc35600656)

[CLAUSE 30. CHANGES IN OWNERSHIP 15](#_Toc35600657)

[CLAUSE 31. PUBLIC NOTICE OF ARPA-E AWARD 15](#_Toc35600658)

[APPENDIX A: DEFINITIONS 16](#_Toc35600659)

# SUBPART A. GENERAL CLAUSES

CLAUSE 1. LEGAL AUTHORITY AND EFFECT

An ARPA-E financial assistance Award, and any modification of such Award, is valid only if it is in writing and is signed, either in writing or electronically, by an ARPA-E Contracting Officer.

## CLAUSE 2.  EFFECTIVE DATE

The effective date of this Award is stated in Block 3 of the Cover Page (Assistance Agreement Form).

## CLAUSE 3. BUDGET PERIOD/PERIOD OF PERFORMANCE

The budget period and period of performance are stated in Block 7 of the Cover Page (Assistance Agreement Form) to this Award.

## CLAUSE 4. COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW

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

## CLAUSE 5. INCONSISTENCY WITH FEDERAL LAW

Any apparent inconsistency between Federal Law(s) and regulation(s) and the terms and conditions of this Award must be immediately referred to the ARPA-E Contracting Officer for resolution through a written notification providing the following information: (i) the Prime Recipient’s award number; (ii) the name and contact information (postal address, telephone number, and email address) for the individual(s) to whom the ARPA-E Contracting Officer should direct any inquiries regarding this matter; and (iii) a detailed description of the apparent inconsistency.

## CLAUSE 6. FEDERAL STEWARDSHIP

ARPA-E will exercise 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; assuring compliance with terms and conditions of the Award; and reviewing technical performance during and after project completion to ensure that the Award objectives are being/have been accomplished.

## CLAUSE 7. NEPA REQUIREMENTS

a. NEPA Generally

Consistent with DOE’s National Environmental Policy Act (“NEPA”) Implementing Regulations (10 C.F.R. Part 1021), the ARPA-E NEPA Compliance Officer is required to assess the impact of the work under this Award on the human environment and determine whether the work requires the preparation of an Environmental Assessment (“EA”) or Environmental Impact Statement (“EIS”), or is categorically excluded from preparation of either an EA or EIS.

The Prime Recipient is required to provide any information, documents, site access, or other assistance requested by the ARPA-E NEPA Compliance Officer.

b. Commencement of Work

The Prime Recipient may not start work under this Award until the ARPA-E NEPA Compliance Officer has made a written determination allowing the work to proceed.

If the ARPA-E NEPA Compliance Officer determines in writing that the work under this Award qualifies for a categorical exclusion, the Prime Recipient may commence work as of the effective date of this Award or the date of the written NEPA determination, whichever is later.

If the ARPA-E NEPA Compliance Officer determines that the work under this Award requires the preparation of an EA or EIS, the Prime Recipient *may not* commence work until the completion of the EA or EIS and the issuance of a written determination by the ARPA-E NEPA Compliance Officer allowing the work to proceed.

c. Significant Changes to Scope of Work

Significant changes to the scope of work under this Award may require the ARPA-E NEPA Compliance Officer to re-evaluate the impact of the work under this Award on the human environment.

## CLAUSE 8. RESEARCH EFFORT REQUIREMENTS

***[CLAUSE FOR SBIR AWARDS]***

In Phase I, the Prime Recipient must perform at least 66.7% of the work under the award, as measured by the total project cost.

In Phase II and Phase IIS, the Prime Recipient must perform at least 50% of the work under the award, as measured by the total project cost.

Changes in research effort may occur only with the prior written approval of the ARPA-E Contracting Officer.

***[ALTERNATIVE CLAUSE FOR STTR AWARDS]***

The Prime Recipient must perform at least 40% of the work under the award, as measured by the total project cost.

A partnering Research Institution must perform at least 30% of the work under the award, as measured by the total project cost.

Changes in research effort may occur only with the prior written approval of the ARPA-E Contracting Officer.

## CLAUSE 9. PRINCIPAL INVESTIGATOR REQUIREMENTS

***[CLAUSE FOR SBIR AWARDS]***

At least one Principal Investigator must spend more than 50% of his or her time in the employ of the Prime Recipient, and may not be employed full time by another entity or organization. Changes in this primary employment requirement may occur only with the prior written approval of the ARPA-E Contracting Officer.

The Prime Recipient is required to request prior written approval from the ARPA-E Contracting Officer when: (1) the Project Team seeks to change the Principal Investigator, and/or (2) the Principal Investigator is absent from the project for longer than 90 days or becomes substantially less involved in the project than agreed at the time of award.

***[ALTERNATIVE CLAUSE FOR STTR AWARDS]***

At least one Principal Investigator must spend more than 50% of his or her time in the employ of the Prime Recipient or a partnering Research Institution, and may not be employed full time by another entity or organization. Changes in this primary employment requirement may occur only with the prior written approval of the ARPA-E Contracting Officer.

The Prime Recipient is required to request prior written approval from the ARPA-E Contracting Officer when: (1) the Project Team seeks to change the primary Principal Investigator, and/or (2) the primary Principal Investigator is absent from the project for longer than 90 days or becomes substantially less involved in the project than at the time of award.

CLAUSE 10. FOREIGN WORK

All work under this Award must be performed in the United States (i.e., the Prime Recipient must expend 100% of the total project cost in the United States), unless the Prime Recipient receives advance written authorization from ARPA-E to perform certain work overseas.

CLAUSE 11. PURCHASES

* 1. 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 made in the United States.

* 1. Purchase of Equipment/Supplies

Any new equipment acquired under this Award must be made or manufactured in the United States, to the maximum extent practicable. This requirement does not apply to used or leased equipment. Any supplies acquired under this Award must be made or manufactured in the United States, to the maximum extent practicable.

CLAUSE 12. LOBBYING RESTRICTIONS

By accepting funds under this award, the Prime 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.

CLAUSE 13.  EXPORT CONTROLS

The Prime Recipient is required to comply with U.S. export control laws and regulations in the performance of work under this Award.

CLAUSE 14.  PUBLICATIONS

ARPA-E encourages the Prime Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Prime Recipient is required to include the following acknowledgement in publications arising out of or relating to work performed under this Award:

*Acknowledgment:* “The information, data, or work presented herein was funded in part by the Advanced Research Projects Agency-Energy (ARPA-E), U.S. Department of Energy, under Award Number DE-AR\_\_\_\_\_\_\_\_\_. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

CLAUSE 15. EXTENSIONS OF PERFORMANCE PERIOD

The Prime Recipient may request an extension of performance period for this Award. Requests must be submitted in writing to the ARPA-E Contracting Officer at least 60 calendar days before the end of the project period. The ARPA-E Contracting Officer will promptly exercise discretion to grant or deny such requests.

CLAUSE 16. PROPERTY TRUST RELATIONSHIP AND INSURANCE COVERAGE

Property acquired in whole or in part with Federal funds under this award may not be encumbered in any way without the written permission of the ARPA-E Contracting Officer, who may require the recording of liens or other appropriate notices of record such property. The Prime Recipient will ensure full replacement insurance coverage for such property.

Federally-owned property provided under the award need not be insured unless required by the terms and conditions of this Award.

CLAUSE 17. PROPERTY – SUPPLIES AND EQUIPMENT

a. Supplies

The Prime Recipient takes title to any supplies acquired in whole or in part with Federal funds under the Award.

If the total aggregate value of unused supplies is $5,000 or less at the termination, discontinuation or completion of the project or program the Prime Recipient may retain the unused supplies with no further obligation to ARPA-E.

If the total aggregate value of unused supplies exceeds $5,000 at the termination, discontinuation, or completion of the project and the supplies are not needed for any other Federal award, the Prime Recipient may retain the supplies for use on other activities or sell them. In either case, the Prime Recipient must compensate ARPA-E for the ARPA-E funded share as specified in 2 CFR § 200.314.

Upon request by ARPA-E, the Prime Recipient is required to provide information on the condition, location, value, and use of remaining supplies.

b. Equipment

Post-Award equipment purchases with an acquisition cost per unit in excess of $25,000 may be purchased only with the prior approval of the Contracting Officer.

The Prime Recipient takes title to any equipment purchased in whole or in part with Federal funds subject to the following conditions:

1. The equipment must be used for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project;
2. The equipment shall not be encumbered without approval of ARPA-E; and
3. The equipment shall be used and disposed by for-profit entities in accordance with 2 CFR § 910.360, and by all other entities in accordance with 2 CFR § 200.313.

Upon request by ARPA-E, the Prime Recipient is required to provide information on the condition, location, value, and use of remaining equipment.

CLAUSE 18. POTENTIALLY CLASSIFIABLE RESULTS ORIGINATING UNDER THIS AWARD

This Award is intended for unclassified research to develop and commercialize advanced energy technologies. ARPA-E will not provide the Prime Recipient access to classified information, and ARPA-E does not expect that the results of the research project will involve classified information. If at any time the Prime Recipient believes work generated under this Award may need classification, it must immediately notify the ARPA-E Contracting Officer in writing for further instruction. Do not include potentially classifiable information in the notification.

CLAUSE 19. RECORD RETENTION

Consistent with 2 CFR § 200.333, the Prime Recipient is required to retain records relating to this Award for three years from the date of the final expenditure report, unless one of the following exceptions applies:

1. If any litigation, claim, or audit is started before the expiration of the three-year period, the Prime Recipient is required to retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
2. The Prime Recipient has received written notification from DOE or ARPA-E, a cognizant agency for audit, an oversight agency for audit, a cognizant agency for indirect costs, or a pass-through entity to extend the retention period.
3. The Prime Recipient is required to retain records for any real property or equipment acquired with Federal funds for three years after final disposition of the real property or equipment.
4. Records related to indirect cost rate proposals and cost allocations plans are subject to the retention periods specified in 2 CFR § 200.333(f)(1)-(2).
5. The Prime Recipient is not required to retain records after the end of the project period if ARPA-E agrees to maintain the records.

Copies of records may be substituted for originals.

CLAUSE 20. AUDITS

a. Audits Generally

The Prime Recipient is required to provide any information, documents, site access, or other assistance requested by ARPA-E or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations accomplished per 2 CFR §200.503(b). Such assistance may include, but is not limited to, reasonable access to the Prime Recipient’s records relating to this Award. ARPA-E will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

b. Compliance Audits for For-Profit Recipients

For-profit Recipients are required to comply with the annual compliance audit requirements in 2 CFR 910 Subpart F. An audit conducted in accordance with this part must be in lieu of any financial audit of DOE awards which a for-profit entity is required to undergo under any other Federal statute or regulation. In accordance with 2 C.F.R. § 910.501(b)(4), the Prime Recipient will ensure compliance with Award requirements by for-profit subrecipients during the period of performance.

c. Single Audits for Other than For-Profit Subrecipients

Other than for-profit subrecipients are required to comply with the single audit requirements in 2 CFR 200 Subpart F. An audit conducted in accordance with this part must be in lieu of any financial audit of Federal awards the subrecipient is required to undergo under any other Federal statute or regulation.

CLAUSE 21. CLAIMS, DISPUTES, AND APPEALS

1. Claims

The Prime Recipient is required to submit all claims arising out of or relating to this Award to the ARPA-E Contracting Officer in writing. The Prime Recipient’s written submission must contain the following information: (i) the nature of the Prime Recipient’s claim(s) and the basis for relief, and (ii) all information and documents supporting the Prime Recipient’s claim(s). The Prime Recipient shall negotiate in good faith with the ARPA-E Contracting Officer to resolve such claims.

1. Claims for Damages

The Prime Recipient agrees to release the Federal Government, Federal officers and employees, contractors, and agents from any and all liability, responsibility, and claims for consequential, punitive, special, or incidental damages, claims for lost profits, or other direct or indirect damages arising out of or relating to this Award.

1. Disputes and Appeals

The Prime Recipient is required to resolve all disputes in accordance with the procedures set forth in 2 CFR § 910.128.

CLAUSE 22. CONFERENCE SPENDING

The Prime Recipient shall not use any Federal funds to:

* Defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office which is not directly and programmatically related to the purpose for which its ARPA-E Award is made and for which the cost to the United States Government is more than $20,000; or

* To circumvent 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 a conference.

CLAUSE 23. SYSTEM FOR AWARD MANAGEMENT REGISTRATION

Unless the Prime Recipient is exempt from this requirement under 2 CFR § 25.110, the Prime Recipient must maintain current information in the System for Award Management (SAM) until submission of the final financial report required under this Award or receipt of final payment, whichever is later.

# SUBPART B. FINANCIAL CLAUSES

CLAUSE 24. MAXIMUM OBLIGATION

The maximum obligation of ARPA-E/DOE for this Award is shown in Block 13 of the Cover Page (Assistance Agreement Form) to this Award. Costs incurred in excess of this amount shall be borne solely by the Prime Recipient.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[*include the following paragraph for awards with multiple phases only*]**

The maximum obligation for each phase is as follows:

* Phase I: $**[insert amount]**
* Phase II: $**[insert amount]**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**[insert number of payments]** equal payments of $**[insert amount of each payment]** will be made, one each upon submission and acceptance by ARPA-E of the quarterly report demonstrating sufficient technical progress. The final payment also requires certification to ARPA-E that all project activity has been completed.

CLAUSE 25. PAYMENT PROCEDURES

a. Method of Payment

The Prime Recipient must submit requests for payment electronically through DOE’s Oak Ridge Financial Service Center Vender Inquiry Payment Electronic Reporting System (VIPERS) in accordance with the schedule indicated in paragraph (b) below. To access and use VIPERS, the Prime Recipient is required to enroll and login to the VIPERS website (https://vipers.oro.doe.gov/).

Only the Prime Recipient may submit payment vouchers to ARPA-E. Subrecipients must submit all payment requests directly to the Prime Recipient, which is responsible for conveying payment to Subrecipients. Subrecipients shall not submit payment requests directly to ARPA-E.

To facilitate the expeditious processing of payments, the Prime Recipient is required to send a copy of every request by email to the ARPA-E support personnel designated by the ARPA-E Contracting Officer.

ARPA-E may deny payment requests for any failure to comply with the requirements in this clause.

b. Use of Standard Form 270

Payment requests shall be made on Standard Form (SF) 270 (“Request for Advance or Reimbursement”).

c. Disbursements

ARPA-E will approve payment requests within 30 days of receipt, unless the billing is improper or the Prime Recipient fails to comply with the terms and conditions of this Award.

ARPA-E will disburse payments under this Award through Automated Clearing House (ACH) VIPERS. The Prime Recipient may check the status of its payments at the VIPERS website. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) filed by the Prime Recipient.

Upon request by ARPA-E, the Prime Recipient is required to provide ARPA-E with additional information to explain or justify amounts for which it is seeking payment.

# Subpart C. Miscellaneous Provisions

CLAUSE 26. CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES

By entering into this agreement, the Prime Recipient attests that it has not been convictedof a felony criminal violation under Federal law in the 24 months preceding the date of signature.

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

CLAUSE 27. NON-ASSIGNABILITY

This Award may not be transferred, assigned, or assumed, by operation of law or otherwise, without the prior written consent of the ARPA-E Contracting Officer.

## CLAUSE 28. NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES

By entering into this agreement, the Prime Recipient attests that it does not require its employees or contractors to sign nondisclosure or confidentiality agreements which prohibit or otherwise restrict signatories from reporting the following to the DOE Inspector General: a violation of law, rule, or regulation, mismanagement, waste, fraud, abuse, or a substantial and specific danger to public health or safety.

CLAUSE 29. CONTINUATION APPROVALS

If this award includes a Phase II, to secure authorization to proceed to Phase II the Prime Recipient is required to submit a written Continuation Request to the ARPA-E Contracting Officer (ARPA-E-CO@hq.doe.gov) at least 30 days before the end of Phase I, which shall include the following:

* A one-page report on your progress towards meeting the Go/No Go milestone for this award, including any significant findings, conclusions, or developments; and
* A SBIR/STTR Funding Agreement Lifecycle Certification, certifying that the Prime Recipient remains in compliance with Small Business Innovation Research or Small Business Technology Transfer program requirements, as applicable.

ARPA-E may request submission of additional information and documentation at its discretion.

ARPA-E’s approval of the Prime Recipient’s Continuation Request to proceed to the next Phase will be contingent upon: (1) assessment of the Prime Recipient’s technical progress, and (2) review and approval of any other documentation required to be submitted by ARPA-E.

As a result of a Continuation Go/No Go review, ARPA-E may, in its discretion, authorize the following: (1) continuation of the project; (2) recommend redirection of work under the project; (3) place a hold on the project, pending further supporting data; (4) cancel the project due to insufficient progress or a change in strategic direction; or (5) suspend or terminate the Award due to material noncompliance with the terms and conditions of the Award.

The Prime Recipient may not proceed with work on a subsequent phase unless and until it receives a Notice to Continue from the ARPA-E Contracting Officer.

CLAUSE 30. CHANGES IN OWNERSHIP

During the performance period of this Award, the Prime Recipient is required to notify the ARPA-E Contracting Officer in writing of any changes in ownership which will result in conversion of the Prime Recipient into a small business concern majority-owned by multiple venture capital operating companies, hedge funds, or private equity firms) as defined in the U.S. Small Business Administration “Guide to SBIR/STTR Program Eligibility” and authorized under 15 U.S.C. § 638(dd)(1).

## CLAUSE 31. PUBLIC NOTICE OF ARPA-E AWARD

Awardee will make reasonable efforts to educate its employees, partners, investors, engineering community, and the general public of receipt of the award from ARPA-E, including the research to be conducted. Such educational effort/notice will include press releases, announcement on awardee’s web page and social media networks/accounts, and other appropriate means.

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# APPENDIX A: DEFINITIONS

*The terms defined in 2 CFR Part 200, Subpart A and this Appendix apply to this Award.*

*ARPA-E* is the Advanced Research Projects Agency – Energy, an agency within the U.S. Department of Energy.

*Award* is defined on the first page of Attachment 1 to this Award.

*Contracting Officer* means the ARPA-E official who is authorized to execute awards and amendments on behalf of ARPA-E and is responsible for the business management and non-program aspects of the financial assistance process.

*Data* means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to administration, such as financial, administrative, cost or pricing or management information.

*DOE* is the U.S. Department of Energy.

*Equipment* is tangible property, other than real property, having a useful life of more than one year and a per unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000.

*Expenditures* are charges made by a non-Federal entity to a project or program for which a Federal award received. Charges may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied.

*Financial assistance* means the transfer of money or property from ARPA-E to a Prime Recipient to carry out a public purpose of support or stimulation authorized by law.

*Indirect Costs* are those that have been incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted without effort disproportionate to the results achieved.

*Institution of higher education* is an educational institution that (i) meets the criteria in section 101 of the Higher Education Act of 1965 (20 U.S.C. § 1001).

*Intangible property is property having no physical existence, such as* trademarks, copyrights, patents and patent applications and property, such as loans, notes and other federal debt instruments, lease agreements, stock and other instruments of property ownership.

*Limited Rights Data* means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

*Nonprofit organization* means any corporation, trust, association, cooperative, or other organization, not including Institutions of Higher Education, which is operated primarily for scientific, educational, service, charitable, or similar purpose in the public interest; not organized primarily for profit; and uses net proceeds to maintain, improve, or expand the operation of the organization.

*Principal Investigator* means the individual designated by the Prime Recipient to provide scientific and technical direction for the project supported by an Award.

*Program Director* is the ARPA-E official who is responsible for managing the technical program carried out under this Award.

*Project* means the set of activities described in the Award that is approved by ARPA-E for financial assistance (whether such financial assistance represents all or only a portion of the support necessary to carry out those activities).

*Period of Performance* is defined in Clause 3 of Attachment 1 to this Award.

*Property* is real property and personal property (e.g., equipment, supplies, and intellectual property), unless stated otherwise.

*Real property* is land, including land improvements and structures. The term “real property” does not include movable machinery and equipment.

*Prime Recipient* means the individual or entity identified in Block 5 of the Cover Page (Assistance Agreement Form) to this Award.

*Subaward* means an award provided by a pass-through entity to a subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

*Subrecipient* is non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program.

*Supplies* are tangible property other than real property and equipment. Supplies have a useful life of less than one year.

*Termination* means the ending of an APRA-E award, in whole or in part, at any time prior to the planned end of the period of performance.

*Total project cost* means the sum of the Federal Government share plus the Prime Recipient share of total allowable costs. The Federal Government share generally includes costs incurred by Federally Funded Research and Development Centers and Government-Owned Government-Operated laboratories.

*VIPERS* means DOE’s Oak Ridge Financial Service Center Vender Inquiry Payment Electronic Reporting System.

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