**ADDENDUM TO**

*[Work for Others Agreement No. \_\_\_\_\_\_\_*

*or*

*Cooperative Research and Development Agreement No. \_\_\_\_\_]*

**BETWEEN**

*[insert name of Prime Recipient]*

(ARPA-E Award No. *­­­\_\_\_\_\_\_\_*)

and

*[insert name of FFRDC]*

Operating Under Prime Operating Contract No. *\_\_\_\_\_\_\_*

With the *[U.S. Department of Energy]*

This is an Addendum to the *[Work for Others Agreement No. \_\_\_\_\_\_\_ or*

*Cooperative Research and Development Agreement No. \_\_\_\_\_]* between the *[insert name of Prime Recipient]* (“Prime Recipient”) and *[insert name of FFRDC]* (“Contractor”), pursuant to the Prime Recipient’s Cooperative Agreement (DE-AR\_\_\_\_\_\_\_) (“Award”) with the Advanced Research Projects Agency – Energy (ARPA-E).

1. **PAYMENT PROCEDURES**

The Contractor may not submit requests for reimbursement directly to ARPA-E. The Contractor is required to submit all requests for reimbursement to the Prime Recipient; and the Prime Recipient is required to submit all requests for reimbursement, including requests originating from the Contractor, to ARPA-E.

1. **PRE-AWARD COSTS**
2. Insignificant Costs 90 Days or Less Before Effective Date.

The Contractor may submit requests to the Prime Recipient for reimbursement for insignificant costs (i.e., $20,000 or less in total aggregate costs) incurred up to 90 days before the effective date of the Award. The “effective date” of the Award is the date on which the Award was signed by the ARPA-E Contracting Officer.

1. Other Pre-Award Costs.

Upon request by the Contractor, the Prime Recipient will request written authorization from the ARPA-E Contracting Officer to submit requests for reimbursement on behalf of the Contractor, for (i) insignificant costs (i.e., $20,000 or less in total aggregate costs) incurred more than 90 days before the effective date of the Award, or (ii) significant costs (i.e., more than $20,000 in total aggregate costs) incurred before the effective date of the Award.

1. **PUBLICATIONS**
	1. Policy on Publication.

ARPA-E encourages the Contractor to publish or otherwise make publicly available the results of work performed under the Award, subject to the “Requirement for Acknowledgement” below.

* 1. Requirement for Acknowledgment.

Should the Contractor publish or otherwise make publicly available the results of work performed under the Award, the Contractor is required to include the following acknowledgement and disclaimer:

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\_\_\_\_\_\_\_.”

Disclaimer: “The information, data, or work presented herein was funded in part 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.”

1. **EQUIPMENT PURCHASES**
2. Sense of Congress

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

1. Purchase of Equipment.

If the Contractor intends to purchase new equipment to perform work under the Award, the Contractor is required, to the maximum extent practicable, to purchase equipment made or manufactured in the United States.

1. **PERFORMANCE OF WORK IN UNITED STATES**

At least 90 percent of all work performed under the Prime Recipient’s ARPA-E financial assistance award, measured as a percentage of the total project cost, must be performed in the United States (i.e., the United States proper and U.S. territories and insular possessions). The Contractor is required to perform all work under this Agreement in the United States, unless otherwise authorized by the Prime Recipient.

1. **REVIEW OF PROJECT PROGRESS**
2. Quarterly and Annual Reviews.

The Contractor is required to participate in quarterly and annual reviews with ARPA-E and its designee to review the work performed under the Award and to determine whether it meets or exceeds the technical milestones and deliverables schedule in the Award.

1. Compliance Obligations.

The Contractor is required to provide information and documents requested by the Prime Recipient or by ARPA-E and its designee, and to provide assistance, support, and access required or requested by the Prime Recipient or by ARPA-E and its designee for the purpose of reviewing the work performed under this Agreement and determining whether it meets the technical milestones and deliverables schedule in the Prime Recipient’s ARPA-E financial assistance award.

1. Failure to Achieve Technical Milestones or Deliverables Schedule.

The Contractor’s failure to achieve the technical milestones and deliverables scheduled to be performed by the Contractor, as identified in this Agreement and/or the Prime Recipient’s financial assistance Award from ARPA-E, may result in (i) the renegotiation of the technical milestones and deliverables schedule, or (ii) the termination of this Agreement.

1. **U.S. COMPETITIVENESS**

The Contractor shall require, by written agreement, licensees or assignees of subject inventions (as defined in the Award) to manufacture substantially in the United States any products embodying the elected subject inventions or produced through the use of the elected subject inventions if said products are used or sold in the United States.

Licensees or assignees may request ARPA-E and the U.S. Department of Energy (DOE) to waive the U.S. manufacturing requirement.  Such waiver requests must be accompanied by substantial evidence that it is not commercially feasible to comply with the U.S. manufacturing requirement.  Such waiver requests shall require the concurrence of DOE and ARPA-E.

In the event DOE and ARPA-E agree to waive the U.S. manufacturing requirement, DOE and ARPA-E shall require a commitment demonstrating appropriate alternative benefits to the U.S. economy.

The above conditions shall be binding on any subsequent assignee or sublicensee of, or any entity acquiring rights to, any elected subject invention.

For subject inventions involving co-inventorship between the Contractor and domestic universities (not including FFRDCs, Government Owned Contractor Operated facilities, or Government Labs operated by domestic universities), the Contractor’s undivided interest in the subject invention shall not be subject to the terms of this U.S. Competitiveness provision.

1. **ORDER OF PRECEDENCE**

All FFRDC Operating Prime Contract terms and conditions apply, except as provided in this Addendum.

1. **OTHER FEDERAL FUNDING FOR THIS PROJECT**

By signing this agreement you are affirming that you have not received other Federal funding (i.e., funding from any Federal agency other than ARPA-E) for the project described herein.

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| --- | --- |
| ***[insert name of FFRDC]*** | *[insert name of Prime Recipient]* |
|  |  |
| Name: |  | Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date |  |