**ARPA-E MODEL SUBAWARD OVERVIEW**

*The Advanced Research Projects Agency-Energy (ARPA-E) requires the Prime Recipient to negotiate and execute a subaward with each Subrecipient that is receiving financial assistance. The term “subaward” does not include subcontracts for the procurement of goods and services. ARPA-E has developed a Model Subaward to facilitate and expedite negotiations between the Prime Recipient and Subrecipients. The Prime Recipient is responsible for ensuring that the terms and conditions of its subaward comply with all regulatory and programmatic requirements.*

*ARPA-E does not mandate the use of this template. ARPA-E does not make any warranty (express or implied) or assume any liability or responsibility for the accuracy, completeness, or usefulness of the template. ARPA-E strongly encourages the Prime Recipient and Subrecipients to consult their legal counsel before using the template. ARPA-E does not review or approve subawards before they are executed between the Prime Recipient and the Subrecipient.*

*Any subaward shall include the following:*

1. *Cover Page - The Subaward shall include a cover page providing an overview of its components and requiring the Subrecipient to comply with the terms and conditions of the Subaward.*
2. *Attachment 1 – The Prime Recipient shall flow down the terms and conditions of Attachment 1 to the Award.*
3. *Attachment 2 – The Prime Recipient shall include the appropriate version of Attachment 2.*
	1. *If the Subrecipient is a small business incorporated in the United States, insert here the “ARPA-E Intellectual Property Provisions for Domestic Small Businesses,” available at* [*http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx*](http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx)*.*
	2. *If the Subrecipient is a domestic university or nonprofit organization, insert here the “ARPA-E Intellectual Property Provisions for Domestic Universities and Nonprofit Organizations,” available at* [*http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx*](http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx)*.*
	3. *If the Subrecipient is a large business or foreign entity, insert here the “ARPA-E Intellectual Property Provisions for Large Businesses,” available at* [*http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx*](http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx)
4. *Attachment 3 – The Prime Recipient shall include the Statement of Project Objectives and Schedule of Technical Milestones and Deliverables to be performed under the Subaward. Work to be performed by the Subrecipient should be clearly indicated.*
5. *Attachment 4 – The Prime Recipient shall include Attachment 4 to the Award. Reporting to be performed by the Subrecipient should be clearly indicated.*
6. *Attachment 6 – The Prime Recipient shall include Attachment 6 to the Award.*

**SUBAWARD COVER PAGE**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Prime Recipient”), and the Advanced Research Projects Agency-Energy (“ARPA-E”), an agency within the United States Department of Energy (“DOE”), entered into a financial assistance agreement, Award No. \_\_\_\_\_\_\_\_\_\_\_\_ (“the Award”). The Prime Recipient hereby enters into this Subaward with \_\_\_\_\_\_\_\_\_\_\_\_ (“Subrecipient”).

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

|  |  |
| --- | --- |
| Cover Page | Subaward Cover Page |
| Attachment 1 | Special Terms and Conditions  |
| Attachment 2 | Intellectual Property Provisions  |
| Attachment 3 | Statement of Project Objectives and Schedule of Technical Milestones and Deliverables |
| Attachment 4 | ARPA-E Reporting Checklist and Instructions |
| n/a | n/a |
| Attachment 6 | National Policy Assurances  |

The Subrecipient agrees to comply with the terms and conditions of this Subaward. The Subrecipient also agrees to apply the terms and conditions of this Subaward to all subrecipients (or subcontractors, as appropriate) and to require their strict compliance therewith. The term “subaward” does not include subcontracts for the procurement of goods and services.

# ATTACHMENT 1:

**SPECIAL TERMS AND CONDITIONS**

# Subpart A. General Provisions

1. **EFFECTIVE DATE**

The effective date of this Subaward is \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **PROJECT PERIOD/BUDGET PERIOD**

The project period and budget period are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW**

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

1. **INCONSISTENCY WITH FEDERAL LAW**

If the Subrecipient believes that any term or condition of this Subaward is inconsistent with Federal law(s) or regulation(s), the Subrecipient is required to send an immediate written notification to the Prime Recipient with the following information: (i) the award number; (ii) the name and contact information (postal address, telephone number, and email address) for the individual(s) to whom the Prime Recipient should direct any inquiries regarding this matter; and (iii) a detailed description of the apparent inconsistency.

1. **ORDER OF PREFERENCE**

Any inconsistency in the terms and conditions of this Subaward shall be resolved by giving precedence to, in the following order,

1. Attachment 6 (National Policy Assurances) to this Subaward;
2. Attachment 2 (Intellectual Property Provisions) to this Subaward;
3. DOE Financial Assistance Regulations, 10 C.F.R. Part 600, as amended;
4. Attachment 1 (Special Terms and Conditions) to this Subaward; and
5. If applicable, the Funding Opportunity Announcement, as amended.
6. **FEDERAL STEWARDSHIP AND SUBSTANTIAL INVOLVEMENT**

a. Federal Stewardship and Substantial Involvement Generally

ARPA-E exercises Federal stewardship and has substantial involvement in work performed under this Subaward, as described below.

* ARPA-E shares responsibility with the Prime Recipient for the management, control, direction, and performance of the work under this Subaward.
* The Subrecipient must adhere to ARPA-E technical direction and comply with agency-specific and programmatic requirements.
* ARPA-E may intervene at any time in the conduct or performance of work under this Subaward.
* ARPA-E does not limit its involvement to the administrative requirements of this Subaward.
* ARPA-E may modify or terminate projects that fail to achieve predetermined Go/No Go decision points or technical milestones and deliverables.

ARPA-E does not limit its Federal stewardship or substantial involvement to work performed by the Prime Recipient. ARPA-E also exercises Federal stewardship and has substantial involvement in work performed under this Subaward. The Prime Recipient may not restrict ARPA-E’s communications, interaction, or access to the Subrecipient.

The Subrecipient is required to provide any information, documents, site access, or other assistance requested by ARPA-E for the purpose of its Federal stewardship or substantial involvement.

ARPA-E may deny reimbursement for any failure to comply with the requirements in this clause. In the alternative, ARPA-E may deem any failure to comply with the requirements in this clause to be material noncompliance with the terms and conditions of the Award and suspend or terminate the Award.

b. Review Meetings

The Subrecipient, including but not limited to the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with ARPA-E. Review meetings enable ARPA-E to assess the work performed under the Award and determine whether the Subrecipient has timely achieved the technical milestones and deliverables stated in Attachment 3 to this Subaward.

ARPA-E shall determine the frequency of review meetings and select the day, time, and location of each review meeting.

c. Site Visits

ARPA-E may conduct site visits at any time to review the work performed under this Subaward, to inspect property and records relating to this Subaward, to assess the Subrecipient’s implementation of audit findings, and to review the Subrecipient’s compliance with the terms and conditions of this Subaward and applicable Federal laws and regulations. ARPA-E will provide reasonable advance notice of site visits and minimize interference with ongoing work, to the maximum extent practicable.

d. Technology Transfer and Outreach

ARPA-E may provide guidance or assistance to the Subrecipient to accelerate the commercial deployment of ARPA-E-funded technologies.

e. General Release

The Subrecipient understands that any technical or other guidance or assistance provided by ARPA-E may result in positive or negative outcomes and may have unintended or unanticipated consequences. The Subrecipient agrees to release the Federal Government, Federal officers and employees, contractors, and agents from any and all liability, responsibility, and claims arising out of or relating to technical or other guidance or assistance under this Subaward.

1. **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 the 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 Subrecipient is required to provide any information, documents, site access, or other assistance requested by the ARPA-E NEPA Compliance Officer.

ARPA-E may deny reimbursement for any failure to comply with the requirements in this clause. In the alternative, ARPA-E may deem any failure to comply with the requirements in this clause to be material noncompliance with the terms and conditions of this Award and suspend or terminate the Award.

b. Commencement of Work

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

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

If the ARPA-E NEPA Compliance Officer determines that the work under the Award requires the preparation of an EA or EIS, the Subrecipient *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. Changes to Scope of Work

The Subrecipient is required to notify the Prime Recipient of significant changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables in Attachment 3 to this Subaward). Such changes may require the ARPA-E NEPA Compliance Officer to re-evaluate the impact of the work under this Subaward on the human environment.

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

All work under this Subaward must be performed in the United States, unless the Prime Recipient receives advance written authorization from the DOE Contracting Officer to perform certain work overseas.

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

1. **EQUIPMENT 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

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

1. **LOBBYING**

By accepting funds under this award, the Subrecipient 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.

ARPA-E may deny reimbursement for any failure to comply with the requirements in this clause. In the alternative, ARPA-E may deem any failure to comply with the requirements in this clause to be material noncompliance with the terms and conditions of the Award and suspend or terminate the Award.

1. **EXPORT CONTROLS**

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

ARPA-E may deny reimbursement for any failure to comply with the requirements in this clause. In the alternative, ARPA-E may deem any failure to comply with the requirements in this clause to be material noncompliance with the terms and conditions of the Award and suspend or terminate the Award.

1. **PUBLICATIONS**

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

* *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. **NO-COST EXTENSION**

The Subrecipient may request the DOE Contracting Officer to authorize a one-time, no-cost extension of this Subaward. Such requests must be submitted in writing to the Prime Recipient at least 60 days before the end of the project period. The Prime Recipient will, in turn, submit the request to the DOE Contracting Officer. The DOE Contracting Officer may, at his discretion, grant or deny such requests.

Any no-cost extension will not alter the schedule of technical milestones and deliverables in Attachment 3 to this Subaward.

1. **PROPERTY – SUPPLIES AND EQUIPMENT**
	1. Supplies

The Subrecipient takes title to any supplies acquired in whole or in part with Federal funds under the Subaward.

If the total aggregate value of unused supplies is $5,000 or less at the end of the project period (or the termination of the Subaward, if applicable), the Subrecipient may retain the unused supplies.

If the total aggregate value of unused supplies is more than $5,000 at the end of the project period (or the termination of the Subaward, if applicable), the Subrecipient may continue to use the unused supplies (i) to further the work described in Attachment 3 to this Subaward, or (ii) for other Federally funded RD&D projects and programs. If the Subrecipient intends to use the unused supplies for purposes other than those described in (i) and (ii) above, the Subrecipient is required to dispose of the unused supplies in accordance with 10 C.F.R. §§ 600.135 (Universities and Nonprofits) or 600.324 (For-Profit Entities), as applicable. Once the total aggregate value of unused supplies is $5,000 or less, ARPA-E’s residual interest in the unused supplies will be extinguished, and the Subrecipient will have no further obligation to ARPA-E with respect to the unused supplies.

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

* 1. Equipment

The Subrecipient takes title to any equipment acquired in whole or in part with Federal funds under the Subaward.

If the per unit market value of particular equipment is $5,000 or less at the end of the project period (or the termination of the Subaward, if applicable), the Subrecipient may retain the equipment.

If the per unit market value of particular equipment is more than $5,000 at the end of the project period (or the termination of the Subaward, if applicable), the Subrecipient may continue to use the equipment (i) to further the work described in Attachment 3 to this Subaward, or (ii) for other Federally funded RD&D projects and programs. If the Subrecipient intends to use the equipment for purposes other than those described in (i) and (ii) above, the Subrecipient is required to dispose of the equipment in accordance with 10 C.F.R. §§ 600.134 (Universities and Nonprofits) or 600.321 (For-Profit Entities), as applicable. Once the total aggregate value of particular equipment is $5,000 or less, ARPA-E’s residual interest in that equipment will be extinguished, and the Subrecipient will have no further obligation to ARPA-E with respect to that equipment.

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

1. **RECORD RETENTION**

Consistent with 10 C.F.R. Part 600, the Subrecipient is required to retain records relating to this Subaward for three years after the end of the project period, 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 Subrecipient 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 Subrecipient 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.
3. The Subrecipient 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.

1. **AUDITS**

a. Audits Generally.

The Subrecipient 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. Such assistance may include, but is not limited to, reasonable access to the Subrecipient’s records relating to this Subaward. ARPA-E will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

ARPA-E may deny reimbursement for any failure to comply with the requirements in this clause. In the alternative, ARPA-E may deem any failure to comply with the requirements in this clause to be material noncompliance with the terms and conditions of the Award and suspend or terminate the Award.

b. Government Audits

Consistent with 10 C.F.R. Part 600, ARPA-E may audit the Subrecipient’s financial records or administrative records relating to this Subaward at any time.

ARPA-E 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 Subrecipient is required to refund to ARPA-E any payments for costs that were determined to be unallowable.

c. Annual Compliance Audits

The Subrecipient is required to comply with the annual compliance audit requirements in 10 C.F.R. Part 600 – specifically, 10 C.F.R. § 600.126 for institutions of higher education and nonprofit organizations, 10 C.F.R. § 600.226 for state and local governments, and 10 C.F.R. § 600.316 for for-profit entities. To minimize expense, the Subrecipient may have a compliance audit in conjunction with its annual audit of financial statements.

1. **CLAIMS, DISPUTES, AND APPEALS**

The Subrecipient 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 Subaward.

1. **CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY**

*As required by Pub. L. No. 112-74, this clause applies to Subrecipients that are organized as corporations.*  *A “corporation”**includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States, but not foreign corporations. It includes both for-profit and non-profit organizations.*

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

By entering into this Subaward, the Subrecipient attests that none of its agents or officershave been convicted of a felony offense, arising out of actions for or on behalf of the corporation, under Federal law in the 24 months preceding the date of signature.

The Subrecipient 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.

# Subpart B. Financial Provisions

1. **MAXIMUM OBLIGATION**

The maximum obligation of ARPA-E/DOE is stated in the Award.

1. **COST SHARING**
	1. Cost Sharing Obligations

The Subrecipient is required to pay the following cost share amount: $\_\_\_\_\_\_\_\_\_\_\_.

If the project is terminated or is otherwise not funded to completion, the Subrecipient is not required to pay the entire cost share amount; however, the Subrecipient is required to pay its share (i.e., percentage) of the total project cost incurred to date.

* 1. Source of Cost Share

The Subrecipient may not use Federal funds to meet its cost sharing obligations, unless otherwise allowed by Federal law.

* 1. Cost Share Recordkeeping

The Subrecipient is required to document and maintain records of project costs paid by ARPA-E and project costs that the Subrecipient claims as cost sharing, including in-kind contributions. Upon request, the Subrecipient is required to provide such records to ARPA-E.

* 1. Inability to Comply with Cost Sharing Obligations

If the Subrecipient determines that it might be unable to meet its cost sharing obligations, the Subrecipient is required to notify the Prime Recipient in writing immediately. The notification must include the following information: (i) whether the Subrecipient intends to continue or phase out the project, and (ii) if the Subrecipient intends to continue the project, how the Subrecipient will pay (or secure replacement funding for) the Subrecipient’s share of the total project cost.

If the Subrecipient fails to meet its cost sharing obligations, ARPA-E may recover some or all of the financial assistance provided under the Award.

1. **REFUND OBLIGATION**

The Subrecipient is required to refund any excess payments received from ARPA-E. Upon the end of the project period (or the termination of the Subaward, if applicable), the Subrecipient is required to refund to ARPA-E the difference between (i) the total payments received from ARPA-E, and (ii) the Federal share of the costs incurred.

1. **ALLOWABLE COSTS**

a. Allowable Costs for For-Profit Entities

For nonprofit organizations listed in Attachment C to OMB Circular A-122 (codified at 2 C.F.R. Part 230) and for-profit entities, ARPA-E determines the allowability of costs through reference to the for-profit cost principles in the Federal Acquisition Regulations (48 C.F.R. Part 31).

b. Allowable Costs for Nonprofits

For nonprofit organizations *not listed* in Attachment C to OMB Circular A-122 (codified at 2 C.F.R. Part 230), ARPA-E determines the allowability of costs through reference to the cost principles for nonprofit organizations in OMB Circular A-122 (10 C.F.R. § 600.317(a)(2)(ii)).

c. Allowable Costs for Institutions of Higher Education

For institutions of higher education, ARPA-E determines the allowability of costs through reference to OMB Circular A-21, “Cost Principles of Educational Institutions” (codified at 2 C.F.R. Part 220).

d. Unallowable Direct Costs in Addition to Those in OMB Circulars A-21 & A-122

Interest penalties for late payments to subrecipients are not allowable costs under this Subaward.

1. **INDIRECT COSTS**

a. Lower-than-Expected Indirect Costs

If the Subrecipient’s actual allowable indirect costs are less than those budgeted, the Subrecipient may use the difference to pay additional allowable direct costs during the project period.

b. Higher-than-Expected Indirect Costs

The Subrecipient understands that it is solely and exclusively responsible for managing its indirect costs. The Subrecipient further understands that ARPA-E will not amend the Award solely to provide additional funds to cover increases in the Subrecipient’s indirect cost rate.

ARPA-E recognizes that the Subrecipient may not be fully reimbursed for increases in its indirect cost rate, which may result in underrecovery. In the event that the Subrecipient is not fully reimbursed for increases in its indirect cost rate, the Subrecipient may use any underrecovery to meet its cost sharing obligations.

1. **PRE-AWARD COSTS**

ARPA-E will deny reimbursement requests where no award is made.

The Subrecipient is required to adhere to the guidance on allowable costs referenced in Clause 21 above.

The Subrecipient is required to obtain prior written authorization from the Prime Recipient before incurring any pre-award costs.

1. **PATENT COSTS**
	1. Reimbursable Patent Costs

Subject to the requirements of Clause 25 below, ARPA-E will reimburse the Subrecipient in full for the following expenditures:

* Preparing and submitting invention disclosures to ARPA-E and DOE;
* Searching the art, to the extent reasonable and necessary, to make invention disclosures to ARPA-E and DOE, as required by Attachment 2 to this Subaward;
* Preparing any reports and other documents required by Attachment 2 to this Subaward.

Subject to the requirements of Clause 25 below, ARPA-E will reimburse the Prime Recipient no more than $15,000 (for the project as a whole, including work performed by the Prime Recipient and the Subrecipient) for costs and fees relating to the filing and prosecution of *United States* patent applications on subject inventions that were properly disclosed to ARPA-E and DOE.

* 1. Non-Reimbursable Patent Costs

ARPA-E will not reimburse the Subrecipient for other patent costs, such as costs and fees relating to the filing and prosecution of *foreign* patent applications on subject inventions that were disclosed to ARPA-E and DOE in accordance with Attachment 2 to this Subaward.

The Subrecipient may use other patent costs, including costs and fees relating to the filing and prosecution of *foreign* patent applications on subject inventions that were disclosed to ARPA-E and DOE in accordance with Attachment 2 to this Subaward, to meet its cost sharing obligations under this Subaward.

1. **PAYMENT PROCEDURES**

a. Reimbursement Requests Generally

Only the Prime Recipient may submit reimbursement requests to ARPA-E. The Subrecipient must submit reimbursement requests to the Prime Recipient, which is responsible for conveying reimbursement requests to ARPA-E on behalf of the Subrecipient. The Subrecipient may not submit reimbursement requests directly to ARPA-E.

With the exception of Budget Plan Payments, reimbursement requests must be limited to the amount of disbursements during the billing period.

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

b. Documentation Required

Upon request by ARPA-E, the Subrecipient is required to provide ARPA-E with additional supporting documentation to explain or justify particular expenditures for which it is seeking reimbursement.

c. Cost Share Reporting

Every reimbursement request must show the Federal and non-Federal cost share, unless the Subrecipient receives advance written authorization from the Prime Recipient to report its compliance with its cost sharing obligations on a monthly or quarterly basis.

d. Budget Plan Payments

In exceptional circumstances, ARPA-E may, at its discretion, reimburse the Prime Recipient on a prospective basis through Budget Plan Payments. Consistent with Clause 25(a), all Budget Plan Payment requests must be submitted by the Prime Recipient. Each request must be limited to a single quarter, unless otherwise authorized by the ARPA-E Budget Director.

Requests for Budget Plan Payments must include:

1. A signed cover letter on appropriate letterhead stating the basis for the request, the total amount of funding requested, the duration of funding, and the technical milestone(s) and deliverable(s) to be achieved with the prospective funding;
2. A detailed budget spreadsheet showing how the prospective funding will be spent during each month of the quarter in each of the following categories:
	1. *Personnel* – include descriptions of the types of positions (e.g., engineer, risk manager, communications director) that will be funded during the quarter;
	2. *Travel* – include description of trips (i.e., destinations, persons traveling, purpose of trip) that will be funded during the quarter;
	3. *Equipment* – include description of equipment that will be purchased or leased during the quarter;
	4. *Supplies* – include description of supplies (e.g., lab supplies) that will be purchased or leased during the quarter;
	5. *Contractual* – include description of contractors that will be funded during the quarter;
	6. *Construction* – include description of approved construction that will be funded during the quarter;
	7. *Other Direct Costs* – include description of miscellaneous expenses; and
	8. *Cost Share* – include the Subrecipient’s cost share contributions for the quarter; and
3. A one-page invoice for each month of the quarter, showing the total amount requested for that month; and
4. If the Budget Plan Payment will be used to purchase equipment, the Subrecipient is required to provide supporting documentation (e.g., vendor quote, catalogue price).

Upon request by the Prime Recipient, the Subrecipient is required to provide ARPA-E with additional supporting documentation for its Budget Plan Payment request.

Variances between the prospective monthly budgets and amounts actually incurred will be reconciled at the end of each quarter.

1. **BUDGET CHANGES**

a. Budget Changes Generally

Any increase in the total project cost must be approved in advance and in writing by the ARPA-E Program Director and the DOE Contracting Officer.

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

b. Transfers of Funds Among Direct Cost Categories

The Subrecipient is required to obtain the prior written approval of the Prime Recipient 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.

The Subrecipient is required to notify the Prime Recipient 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.

c. Transfer of Funds Between Direct and Indirect Cost Categories

The Subrecipient is required to obtain the prior written approval of the Prime Recipient for any transfer of funds between direct and indirect cost categories.

# ATTACHMENT 2:

**ARPA-E INTELLECTUAL PROPERTY PROVISIONS**

If the Subrecipient is a small business incorporated in the United States, insert here the “ARPA-E Intellectual Property Provisions for Domestic Small Businesses,” available at <http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx>.

If the Subrecipient is a domestic university or nonprofit organization, insert here the “ARPA-E Intellectual Property Provisions for Domestic Universities and Nonprofit Organizations,” available at <http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx>.

If the Subrecipient is a large business or foreign entity, insert here the “ARPA-E Intellectual Property Provisions for Large Businesses,” available at <http://arpa-e.energy.gov/FundingAgreements/Overview/Award.aspx>.

# ATTACHMENT 3:

**STATEMENT OF PROJECT OBJECTIVES AND**

**SCHEDULE OF TECHNICAL MILESTONES AND DELIVERABLES**

Insert Statement of Project Objectives and Schedule of Technical Milestones and Deliverables here. Work to be performed by the Subrecipient should be clearly indicated.

# ATTACHMENT 4:

**ARPA-E REPORTING CHECKLIST AND INSTRUCTIONS**

Insert Attachment 4 to the Award here. Work to be performed by the Subrecipient should be clearly indicated.

# ATTACHMENT 6:

**NATIONAL POLICY ASSURANCES**

Insert Attachment 6 to the Award here.