



Special Terms and Conditions

Alaska Housing Finance Corporation (“recipient”), which is identified in Block 5 of the Assistance Agreement, and the United States Department of Energy (“DOE”), enter into this award, referenced above, to achieve the project objectives and the deliverables stated in the Attachments to this award.

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

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Annual File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Master File
Attachment 5a	Health and Safety Plan
Attachment 6	NEPA Determination

The following are incorporated into this award by reference:

- DOE Assistance Regulations, 2 CFR Part 200 as adopted and supplemented by 2 CFR Part 910 (subject to any deviations issued pursuant to [2 CFR 910.133](https://www.ecfr.gov/current/title-2)) at <https://www.ecfr.gov/current/title-2>.
- National Policy Requirements (November 12, 2020) at <https://www.nsf.gov/awards/managing/rtc.jsp>.
- The recipient’s application/proposal as approved by DOE.
- Applicable program regulations at <http://www.eCFR.gov>, including 10 CFR Part 440 – Weatherization Assistance for Low-Income Persons.



Table of Contents

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



Term 46. Export Control.....	27
Term 47. Interim Conflict of Interest Policy for Financial Assistance	27
Term 48. Organizational Conflict of Interest.....	28
Term 49. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services	29
Term 50. Fraud, Waste and Abuse	30
Term 51. Trafficking in Persons	30
Term 52. Buy America Requirement for Infrastructure Projects.....	33
Term 53. Potentially Duplicative Funding Notice	37
Term 54. Transparency of Foreign Connections.....	37
Term 55. Foreign Collaboration Considerations	39
Term 56. Entity of Concern Prohibition	39
Term 57. Required Risk Mitigation	40
Term 58. Impacted Indian Tribes	40
Term 59. Implementation of Executive Order 13798, Promoting Free Speech and Religious Liberty	40



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 Grants 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. Flow Down Requirement

The recipient agrees to apply the terms and conditions of this award, including the Intellectual Property Provisions, to all subrecipients (and contractors, as appropriate). See, 2 CFR 200.101(b)(2) through (b)(5), 2 CFR 200.327, and 2 CFR 200.332.

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

DOE 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. Whistleblower Protections

As provided in 2 CFR 200.217, an employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or



negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections.

Term 7. Termination

This award may be terminated in part or in its entirety in accordance with 2 CFR 200.340.

Term 8. 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 DOE. Review meetings enable DOE to assess the work performed under this award and determine whether the recipient has timely achieved the program goals stated in Attachment 1 (Annual Plan) and deliverables stated in Attachment 2 (Federal Assistance Reporting Checklist) to this award.

DOE 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. DOE 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:

1. The recipient's program progress compared to the [Annual Plan](#) stated in Attachment 1 to this award.
2. The recipient's actual expenditures compared to the approved budget in Attachment 3 to this award.
3. Other subject matter specified by the DOE Technology Manager/Federal Project Manager.

B. Project Meetings

The recipient is required to notify DOE 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 technical scope/approach, cost, or schedule. Upon request by DOE, the recipient is required to provide DOE 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

DOE'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. DOE Access

The recipient must provide any information, documents, site access, or other assistance requested by DOE for the purpose of its federal stewardship or substantial involvement.

Term 9. Risk-Based Review of Project Participation

All project participants are subject to a DOE risk review. The risk review of covered individuals includes but is not limited to the review of resumes and disclosures, as required in the award. DOE reserves the right to ask for disclosures on project participants not defined as covered individuals. The recipient need not submit any additional information on non-covered individuals, unless requested by DOE. The volume and type of information collected may depend on various factors associated with the award.

Note this review is separate and distinct from DOE Order 142.3B “Unclassified Foreign National Access Program”.

Term 10. 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. As part of the research, technology, and economic security risk review, DOE may contact the recipient project team members for additional information to inform the review.

Term 11. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds.

For recipients with a DOE executed Historic Preservation Programmatic Agreement (PA), DOE has determined that the “Allowable Activities” listed in the Weatherization Assistance Program NEPA Determination (Attachment 6) are categorically excluded and require no further NEPA review, when the recipient demonstrates the activities are compliant with the restrictions of the “Allowable Activities”. The recipient is thereby authorized to use Federal funds for the “Allowable Activities” listed in the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document (WAP ALRD 2025), NEPA Determination, subject to the recipient’s compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this award.

Conditions:

1. This NEPA Determination only applies to activities funded by the WAP Program Year 2025 Formula Grants Administrative and Legal Requirements Document, WAP Weatherization Readiness, and reported Petroleum Violation Escrow (PVE) funds, as applicable.



2. Activities not listed under "Allowable Activities" including ground disturbing activities (grading adjacent to the perimeter of the foundation more than 3 feet from the foundation), tree trimming, and tree removal, are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that the NEPA review has been completed. A DOE Grants Officer must provide approval prior to initiating the project or activities.
3. Any activities on tribal lands or tribal properties are restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients may contact their Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. Approval from DOE is required prior to initiating activities reviewed on a Historic Preservation Worksheet.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed historic preservation programmatic agreements are available on the website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>.
7. Most activities listed under "Allowable Activities" are more restrictive than the Categorical Exclusion. The restrictions listed in the "Allowable Activities" must be followed.
8. Recipients are responsible for reviewing NEPA and Historic preservation PowerPoint trainings at www.energy.gov/node/4816816 and contacting NEPA with any questions at GONEPA@ee.doe.gov.
9. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

If the Recipient seeks to fund activities that do not qualify as "Allowable Activities" as defined in Attachment 6, those activities are subject to additional NEPA review which requires submission of an environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and those activities are not authorized for Federal funding unless and until the DOE Grants Officer provides written authorization for those activities. Should the recipient elect to undertake activities or change locations prior to written authorization from the Grants 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 12. Historic Preservation

A. Authorization

DOE must comply with the National Historic Preservation Act ("NHPA"), 54 USC § 306108 et seq., which requires federal agencies to consider the effects of undertaking (federally funded or assisted projects and activities) on historic properties that are listed in or eligible for listing in the National Register of Historic places prior to the expenditures of federal funds. Recipients with a DOE-executed Programmatic Agreement (PA) must comply with the requirements identified in paragraph B. Conditions below.

B. Conditions

Recipients with a DOE executed historic preservation Programmatic Agreement (PA) must adhere to all the Stipulations of their PA. All DOE executed PAs are available on the State and Community Energy Programs website: <https://www.energy.gov/scep/historic-preservation-executed-programmatic-agreements>. If the website is unavailable, please contact the DOE Project Officer.

In addition to the Stipulations in their PAs, Recipients must notify SCEP via GONEPA@ee.doe.gov whenever:

- Either the Recipient or the State Historic Preservation Office (SHPO)/Tribal Historic Preservation Office (THPO) believes that the Criteria of Adverse Effect pursuant to 36 CFR § 800.5, apply to the proposal under consideration by SCEP;
- There is a disagreement between an Applicant, or its authorized representative, and the SHPO/THPO about the scope of the area of potential effects, identification, and evaluation of historic properties and/or the assessment of effects;
- There is an objection from a consulting party or the public regarding their involvement in the review process established by 36 CFR Part 800, Section 106 findings and determinations, or implementation of agreed upon measures; or
- There is the potential for a foreclosure situation or anticipatory demolition as defined under 36 CFR §800.9 (b) and 36 CFR § 800.9 (c).

Term 13. Performance of Work in United States

A. Requirement

All work performed under this award must be performed in the United States unless the Grants 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.



B. Failure to Comply

If the recipient fails to comply with the requirements of this term, the Grants 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 of if the work is performed by the recipient, subrecipients, contractors 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 Grants 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 Grants Officer prior to conducting any work outside the United States. To request a waiver, the recipient must submit a written waiver request to the Grants 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 Grants Officer that the performance of work outside the United States would further the purposes of the Program that the award was selected under and is in the economic interests of the United States. The Grants Officer may require additional information before considering such request.

Term 14. 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 15. 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](https://www.osti.gov) website subject to approved access limitations. Citations for journal articles produced under the award will appear on the [DOE PAGES](https://www.doe.gov) 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 16. 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 17. 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 under the Weatherization Assistance Program award Number DE-SE0001807."
- *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."

The recipient 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.



The award may be subject to a Data Management Plan as part of the Intellectual Property clause set that explains how data generated in the course of the work performed under this award will be shared or preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

Term 18. One Time No-Cost Extension

As provided in 2 CFR 200.308(g)(2), the recipient must provide the Grants Officer with written notice in advance if it intends to utilize a one-time, no-cost extension of this award. The notification must include the supporting justification and a revised period of performance. The recipient must submit this notification in writing to the Grants Officer and DOE Technology Manager/Federal Project Manager at least 10 days before the end of the current budget period. This paragraph does not preclude the federal agency from approving further no-cost extensions to the federal award.

Any no-cost extension will not alter the project scope, deliverables, budget, or milestones (if applicable) of this award.

Term 19. 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 20. 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 21. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under the federal award will conditionally vest upon acquisition in the recipient or subrecipient. The recipient or subrecipient cannot encumber its title or other interests and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by federal statutes or the federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. When real property is no longer needed for the originally authorized purpose, the recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity.

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 22. Equipment

Subject to the conditions provided in 2 CFR 200.313, and 2 CFR 910.360 (as applicable), title to equipment (property) acquired under the federal award will conditionally vest upon acquisition with the recipient or subrecipient. The recipient or subrecipient must not encumber this property or permit encumbrance without prior written approval of the Grants Officer 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.

Indian Tribes must use, manage, and dispose of equipment acquired under a federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in 2 CFR 200.313.

The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the federal award. When no longer needed for the originally original project or program, 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).

Equipment with a current per unit fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the federal awarding agency or pass-through entity, as specified in 2 CFR 200.313(e)(1) and 2 CFR 910.360 (as applicable).

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 recipient or subrecipient must obtain disposition instructions from DOE or pass-through entity. However, pursuant to the FY23 Consolidation Appropriations Act (Pub. L. No. 117-328), Division D, Title III, Section 309, the Secretary, or a designee of the Secretary may, at their discretion, vest unconditional title or other property interests acquired under this project regardless of the fair market value of the property at the end of the award period of performance.

Subject to vesting of any property pursuant to Section 309 of the FY23 Consolidated Appropriations Act (Pub. L. No. 117-328), Division D, Title III, disposition will be made as follows: (a) items of equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further obligation to the federal agency or pass-through entity; (b) the recipient or subrecipient may retain title or sell the equipment after compensating the federal agency as described in 2 CFR 200.313(e)(2); or (c) transfer title to the federal agency 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 for-profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 23. 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 24. Property Trust Relationship

Real property, equipment, and intangible property acquired or improved with the federal award must be held in trust by the recipient or subrecipient 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 25. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the recipient and subrecipient must retain all federal award records.

Term 26. Audits

A. Government-Initiated Audits

The recipient must provide any information, documents, site access, or other assistance requested by 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 adopted and supplemented by 2 CFR part 910, DOE may audit or review 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 period of performance (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. In the alternative, a for-profit recipient that expends \$1,000,000 or more in federal awards during that entity's fiscal year may have a compliance audit conducted for that year in accordance with 2 CFR 910.500 through 910.521.

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 27. Site Visits and Recipient Administrative Organizational Reviews

DOE'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. DOE will make reasonable efforts to ensure these site visits do not interfere with or unduly delay project work.

Subpart B. Financial Provisions

Term 28. Maximum Obligation

The maximum obligation of DOE for this award is the total "Funds Obligated" as stated in Block 13 of the Assistance Agreement to this award. Additional federal funding is contingent upon (1) recipient's demonstrated substantial progress towards meeting the objectives of the award; (2) availability of federal funds appropriated by Congress for the purpose of this program; and (3) the availability of future-year budget authority.

Term 29. Continuation Application and Funding

A. Continuation Application

A continuation application is a non-competitive application for an additional budget period and extended project period. The continuation application shall be submitted to WAP in accordance with the annual Announcement/Grant Guidance that is issued.



B. Continuation Funding

Continuation funding is contingent on the following:

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 compliance with the terms and conditions of the award;
4. recipient's satisfactory progress towards meeting the objectives of the Weatherization Assistance Program;
5. recipient's submittal of required reports;
6. the recipient's submission of a continuation application; and
7. written approval of the continuation application by the Grants Officer.

C. Waiver of Prior Written Approval Requirements

DOE waives prior written approval requirements to carry forward unobligated balances to subsequent budget periods, in accordance with 2 CFR 200.308(e)(3).

Term 30. Refund Obligation

The recipient must refund any excess payments received from DOE, including any costs determined unallowable by the Grants Officer. At the end of the period of performance (or the termination of the award, if applicable), the recipient must refund to DOE the difference between (1) the total payments received from DOE, 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 31. Allowable Costs

DOE determines the allowability of costs in accordance with 2 CFR Part 200 as adopted and supplemented 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 appropriate 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 Grants Officer that those costs are unallowable.

Term 32. Foreign Travel

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

- To initiate a foreign travel request, submit a foreign work waiver. See Performance of Work in the United States (Foreign Work Waiver) above for details.
- Foreign travel that typically isn't subject to foreign work waivers (e.g., foreign travel to conferences, scholarly workshops, or symposia) still requires a foreign work waiver if the travel is to a foreign country of risk (China, Russia, North Korea, Iran).



All international travel must comply with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC 40118), commonly referred to as the “Fly America Act,” and implementing regulations at 41 CFR 301-10.131 through 301-10.143. The law and regulations require air transport of people or property to, from, between, or within a country other than the United States, the cost of which is supported under this award, to be performed by or under a cost-sharing arrangement with a U.S. flag carrier, if service is available.

Term 33. Indirect Costs

A. Indirect Cost Allocation:

The budget for this award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other federal-federally sponsored project. The recipient cannot claim indirect costs separately as cost share.

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:

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 adopted and supplemented by 2 CFR Part 910.

D. Indirect Cost Stipulations:

1. Modification to Indirect Cost Billing Rates

DOE 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 to increase indirect cost billing rates. If the Grants 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.



2. 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 period of performance as a result of this award, the program income must be added to the total allowable costs, increasing the overall total amount of the federal award (see 2 CFR 200.307 (b)(2)).

Term 36. Payment Procedures

A. Method of Payment

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

B. Requesting Advances

Requests for advances must be made through the ASAP system. The recipient may submit requests as frequently as required to meet its needs to disburse funds for the federal share of project costs. If feasible, the recipient should time each request so that the recipient receives payment on the same day that the recipient disburses funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

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 DOE.

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 Grants Officer. The recipient must immediately refund DOE 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 Grants 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 Grants Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Grants Officer. DOE 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 Grants 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 Technology Manager/Federal Project Manager 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 Grants 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 period of performance 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.

Term 38. Carryover of Unobligated Balances



The recipient is hereby authorized to carry over unobligated balances of federal and non-federal funds from one budget period to a subsequent budget period, for program activities consistent with their approved State/Annual Plan, without prior approval by the Grants Officer. Should the recipient wish to use carryover funds for activities that are not consistent with the approved State/Annual Plan, a budget revision application must be submitted for approval by DOE.

For purposes of this award, an unobligated balance is the portion of the funds authorized by DOE that have not been obligated by the recipient at the end of a budget period. Recipients are advised to carefully manage grant funds to minimize unobligated balances each year, but especially at the end of the grant project period.

Subpart C. Miscellaneous Provisions

Term 39. Reporting Subawards and Executive Compensation

A. Reporting of first-tier subawards

1. Applicability.

Unless the recipient is exempt as provided in paragraph D. of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in federal funds for a subaward to an entity or federal agency. The recipient must also report a subaward if a modification increases the federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

2. Reporting Requirements.

- i. The recipient must report each subaward described in paragraph A.1. of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) within SAM.gov at <https://sam.gov/fsrs>.
- ii. For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported no later than December 31, 2025.)

B. Reporting Total Compensation of recipient Executives for Entities

1. Applicability.

The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

- i. The total federal funding authorized to date under this award equals or exceeds \$30,000;



- ii. 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 awards (and subawards) subject to the Transparency Act; and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal awards (and subawards) subject to the Transparency Act; and
- iii. 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 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

2. Reporting Requirements.

The recipient must report executive total compensation described in paragraph B.1. of this award term:

- i. As part of the recipient's registration profile at <https://www.sam.gov>.
- ii. No later than the month following the month in which this federal award is made, and annually after that. (For example, if this federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

C. Reporting of Total Compensation of Subrecipient Executives

1. Applicability.

Unless a first-tier subrecipient is exempt as provided in paragraph D. of this award term, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year if:

- i. The total federal funding authorized to date under the subaward equals or exceeds \$30,000;
- ii. 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 awards (and subawards) subject to the Transparency Act; and
 - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal awards (and subawards) subject to the



Transparency Act; and

- iii. 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 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/excomp.htm>).

2. Reporting Requirements.

Subrecipients must report to the recipient their executive total compensation described in paragraph C.1. of this award term. The recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) within SAM.gov at <https://sam.gov/fsrs> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

D. Exemptions

A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

1. Subawards; and
2. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions

For purposes of this award term:

1. *Entity* includes:
 - i. Whether for profit or non-profit:
 - a. A corporation;
 - b. An association;
 - c. A partnership;
 - d. A limited liability company;
 - e. A limited liability partnership;
 - f. A sole proprietorship



- g. Any other legal business entity;
 - h. Another grantee or contractor that is not excluded by subparagraph 2; and
 - i. Any State or locality.
 - ii. Does not include:
 - a. An individual recipient of federal financial assistance; or
 - b. A federal employee.
2. *Executive* means an officer, managing partner, or any other employee holding a management position.
3. *Subaward* has the meaning given in 2 CFR 200.1.
4. *Subrecipient* has the meaning given in 2 CFR 200.1.
5. *Total compensation* means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Term 40. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management (SAM.gov)

Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a federal award or contract within the last three years.

B. Requirements for Unique Entity Identifier (UEI)

If the recipient is authorized to make subawards under this award, the recipient:

1. Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
2. May not make a subaward to an entity unless the entity has provided its UEI number to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

C. Definitions

For purposes of this award term:

1. *System for Award Management (SAM.gov)* means the federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in



- SAM.gov (currently at <https://www.sam.gov>).
2. *Unique Entity Identifier (UEI)* means the universal identifier assigned by SAM.gov to uniquely identify an entity.
 3. *Entity* is defined at 2 CFR Part 25.400 and includes all of the following types as define in 2 CFR 200.1:
 - iii. Non-federal entity;
 - iv. Foreign organization;
 - v. Foreign public entity;
 - vi. Domestic for-profit organization; and
 - vii. Federal agency.
 4. *Subaward* has the meaning given in 2 CFR 200.1.
 5. *Subrecipient* has the meaning given in 2 CFR 200.1.

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:
 1. *“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.”*
 2. 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.
 3. 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 Change Notification

Except for subrecipients specifically proposed as part of the recipient's Application for award, the recipient must notify the Grants Officer and Federal Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR Part 200 as adopted and supplemented 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, at a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subrecipient is providing cost share to the award;
3. An assurance that the process undertaken by the recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327;
4. An assurance that no planned, actual or apparent conflict of interest exists between the recipient and the selected subrecipient and that the recipient's written standards of conduct were followed;¹
5. A completed Environmental Questionnaire, if applicable;
6. An assurance that the subrecipient is not a debarred or suspended entity;
7. An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

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

¹ 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 Grants 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 Grants 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.



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

Term 43. Minimum Privacy Protections Regarding Applicant Information

- A. States, Tribes and their subawardees, including, but not limited to subrecipients, subgrantees, contractors and subcontractors that participate in the Weatherization Assistance Program (WAP) are required to treat all requests for information concerning applicants and recipients of WAP funds in a manner consistent with the federal government's treatment of information requested under the Freedom of Information Act (FOIA), 5 U.S.C. 552, including the privacy protections contained in Exemption (b)(6) of the FOIA, 5 U.S.C. 552(b)(6). Under 5 U.S.C. 552(b)(6), information relating to an individual's eligibility application or the individual's participation in the program, such as name, address, or income information, are generally exempt from disclosure.
- B. A balancing test must be used in applying Exemption (b)(6) in order to determine:
 - i. whether a significant privacy interest would be invaded;
 - ii. whether the release of the information would further the public interest by shedding light on the operations or activities of the Government; and
 - iii. whether in balancing the privacy interests against the public interest, disclosure would constitute a clearly unwarranted invasion of privacy.
- C. A request for personal information including but not limited to the names, addresses, or income information of WAP applicants or recipients would require the state or other service provider to balance a clearly defined public interest in obtaining this information against the individuals' legitimate expectation of privacy.
- D. Given a legitimate, articulated public interest in the disclosure, States and other service providers may release information regarding recipients in the aggregate that does not identify specific individuals. However, a State or service provider must apply a FOIA Exemption (b)(6) balancing test to any request for information that cannot be satisfied by such less-intrusive methods.

Term 44. 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 45. Reporting of Matters Related to recipient Integrity and Performance

A. General Reporting Requirement

If the total value of your active grants, cooperative agreements, and procurement contracts from all federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov) about civil, criminal, or administrative proceedings described in paragraph B of this award term is current and complete. 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 responsibility/qualification records in SAM.gov 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

You must submit the required information about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:
 - i. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - ii. 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;
 - iii. An administrative proceeding 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
 - iv. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.3.i, ii, or iii;
 - 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 award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter the required information in SAM.gov for each proceeding described in paragraph B of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in



SAM.gov 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 award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

1. *Administrative proceeding* means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, 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 the performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. *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*.
3. *Total value* of currently active grants, cooperative agreements, and procurement contracts includes the value of the federal share already received plus any anticipated federal share under those awards (such as continuation funding).

Term 46. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the United States 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." All recipients and subrecipients are 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 investigations, indictments, charges, convictions, and violations upon occurrence, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 47. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy->



[requirements-financial-assistance](#). This policy is applicable to all recipients applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, technology investment agreement, or other transaction authority) and, through the implementation of this policy by the recipient, 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, 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 48. 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 Grants 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, with the exception of DOE National Laboratories, if applicable. 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 49. Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (federal and non-federal funds) to:

1. Procure or obtain covered telecommunications equipment or services;
2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. 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);
3. Telecommunications or video surveillance services provided by such entities or using such equipment;
4. 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.

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.



When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and § 200.471.

Term 50. 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:

An applicant, recipient, or subrecipient of a federal award must promptly disclose whenever, in connection with the federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). The disclosure must be made in writing to the federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. 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 51. Trafficking in Persons

A. Provisions applicable to a recipient that is a private entity:

1. Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;
 - iii. The use of forced labor in the performance of this award or any subaward; or



- iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - a. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - 1) Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant or cooperative agreement; or
 - 2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
 - c. Soliciting a person for the purpose of employment, or offering employment, by means materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d. Charging recruited employees a placement recruitment fee;
 - e. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- 2. The federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
 - i. Is determined to have violated a prohibition in paragraph A.1 of this award term; or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph A.1 of this award term through conduct that is either:
 - a. Associated with the performance under this award; or
 - b. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)."

B. Provision applicable to a recipient other than a private entity.

The federal agency may unilaterally terminate this award or take any remedial action authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

- 1. Is determined to have violated a prohibition in paragraph A.1; or
- 2. Has an employee that is determined to have violated a prohibition in paragraph A.1 through conduct that is either:



- i. Associated with the performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).”

C. Provisions applicable to any recipient.

1. The recipient must inform the federal agency and the Inspector General of the federal agency immediately of any information the recipient receives from any source alleging a violation of a prohibition in paragraph A.1 of this award term.
2. The federal agency’s right to unilaterally terminate this award as described in paragraphs A.2 or B of this award term:
 - i. Implements the requirements of 22 U.S.C. 78; and
 - ii. Is in addition to all other remedies for noncompliance that are available to the federal agency under this award.
3. The recipient must include the requirements of paragraph A.1 of this award term in any subaward it makes to a private entity.
4. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

D. Definitions.

For purposes of this award term:

1. *Employee* means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of this project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
2. *Private Entity* means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
3. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt bondage,” and “involuntary servitude,” have the meanings given at Section 103 of the TVPA, as amended (22 U.S.C. 7102).



Term 52. Buy America Requirement for Infrastructure Projects

A. Definitions

1. *Components* – See 2 CFR 184.3 Definitions.
2. *Construction Materials* – See 2 CFR 184.3 Definitions.
3. *Domestic Content Procurement Preference Requirement* – means a requirement that no amount of funds made available through a program for federal financial assistance may be obligated for an infrastructure project unless –
 - i. all iron and steel used in the project are produced in the United States;
 - ii. the manufactured products used in the project are produced in the United States; or
 - iii. the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

4. *Infrastructure* – See 2 CFR 184.4 (c) and (d).
5. *Infrastructure Project* – See 2 CFR 184.3 Definitions.
6. *Manufactured Products* – See 2 CFR 184.3 Definitions.
7. *Predominantly of iron or steel or a combination of both* – See 2 CFR 184.3 Definitions.
8. *Produced in the United States* – See 2 CFR 184.3 Definitions.
9. *Project* – means the construction, alteration, maintenance, or repair of infrastructure in the United States.
10. *Public* – The Buy America Requirement does not apply to non-public (private) infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned (owned, operated, funded and managed, in whole or in part, by any unit or authority of a Federal, State, or Local government-including U.S. Territories and Indian Tribes); or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose”, and therefore “public”, if it is privately owned but operated on behalf of the public or is a place of public accommodation.
11. *Section 70917(c) Materials* – See 2 CFR 184.3 Definitions.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:



1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. See 2 CFR 184.5 for determining the cost of components for manufactured products; and
3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. See 2 CFR 184.6 for construction material standards.

The Buy America Requirement only applies to those articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to the infrastructure in the project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

The Buy America Requirement only applies to an article, material, or supply classified into one of the following categories* based on its status at the time it is brought to the work site for incorporation into an infrastructure project:

1. Iron or steel products;
2. Manufactured products; or
3. Construction materials;

The Buy America Requirement only applies to the iron or steel products, manufactured products, and construction materials used for the construction, alteration, maintenance, or repair of public infrastructure in the United States when those items are consumed in, incorporated into, or permanently affixed to the infrastructure. An article, material, or supply incorporated into an infrastructure project should not be considered to fall into multiple categories, but rather must meet the Buy America Preference Requirement for only the single category in which it is classified.

All iron and steel, manufactured products, and construction materials used in the infrastructure project must be produced in the United States.



* Section 70917(c) Materials are cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives as provided in section 70917(c) of BABA. Section 70917 (c) materials are excluded from Construction materials. Asphalt concrete pavement mixes are typically composed of asphalt cement (a binding agent) and aggregates such as stone, sand, and gravel. Accordingly, asphalt is also excluded from the definition of Construction materials.

Section 70917(c) materials, on their own, are not manufactured products. Further, Section 70917(c) materials should not be considered manufactured products when they are used at or combined proximate to the work site—such as is the case with wet concrete or hot mix asphalt brought to the work site for incorporation. However, certain Section 70917(c) materials (such as stone, sand, and gravel) may be used to produce a manufactured product, such as is precast concrete. Precast concrete is made of components, is processed into a specific shape or form, and is in such state when brought to the work site. Furthermore, wet concrete should not be considered a manufactured product if not dried or set prior to reaching the work site.

Further clarification is provided in 2 CFR 184 on the circumstances under which a determination is made that Section 70917(c) materials should be treated as components of a manufactured product. That determination is based on consideration of: (i) the revised definition of the “manufactured products” at 2 CFR 184.3; (ii) a new definition of “section 70917(c) materials” at 2 CFR 184.3; (iii) new instructions at 2 CFR 184.4(e) on how and when to categorize articles, materials, and supplies; and (iv) new instructions at 2 CFR 184.4(f) on how to apply the Buy America preference by category.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

Recipients must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this award.

Recipients must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to



the recipient. Recipients must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, recipients may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the CO. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. **Public Interest-** Applying the Buy America Requirement would be inconsistent with the public interest;
2. **Non-Availability-** The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. **Unreasonable Cost-** The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the award project objectives, location, and the specific infrastructure project involved;
- Total estimated Financial Assistance award value, inclusive of recipient cost share;
- Total estimated infrastructure costs (estimated costs of the Iron, Steel, Manufactured Products and Construction Materials being purchased under the award and utilized in the infrastructure project);
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit



analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation;

- A description of the market research conducted that includes who conducted the market research, when it was conducted, sources that were used, and the methods used to conduct the research; and
- Anticipated impact to the project if no waiver is issued.

The recipient should consider using the following principles as minimum requirements contained in their waiver request:

- *Time-limited*: Consider a waiver constrained principally by a length of time, or phased-out over time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- *Targeted*: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- *Conditional*: The recipient may request a waiver with specific conditions that support the policies of IJJA/BABA. and Executive Order 14017.

Waiver Requests may be submitted utilizing [BABA Waiver Form \(gsa.gov\)](#) Optional Form 2211 (OF2211) or any other format to provide the required information for the project-specific waiver request. DOE may request, and the recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. The waiver request review and public comment process required for a waiver determination can take up to 65 calendar days.

Term 53. 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 Grants Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 54. Transparency of Foreign Connections



The recipient must notify the DOE Grants Officer within fifteen (15) business days of learning of the circumstances listed below in relation to the recipient and subrecipients.

Disclosure exceptions by entity type:

- U.S. National Laboratories and domestic government entities are not required to respond to the Transparency of Foreign Connections disclosure.
- Institutions of higher education are only required to report on items 5 and 7.

For subrecipient reporting requirements, applicability is determined by the subrecipient entity type, regardless of whether the prime recipient was exempt.

Disclosure Information:

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the recipient or subrecipients that increases foreign ownership related to a country of risk. Each notification shall be accompanied by a complete and up-to-date capitalization table showing all equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing, transfer or intellectual property sales to a foreign country of risk within the same technology area as the award (e.g., biotechnology, energy generation and storage, advanced computing);
6. Any changes to the recipient or the subrecipients' board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable; and
7. Any of the following changes to the equipment proposed for use on the project:
 - i. Unmanned aircraft, control, and communication components originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment).
 - ii. Coded equipment where the source code is written in a foreign country of risk.



- iii. Equipment from a foreign country of risk that will be connected to the internet or other remote communication system.
- iv. Any entity from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

Should DOE determine the connection poses a risk to economic or national security, DOE will require measures to mitigate or eliminate the risk.

DOE has designated the following countries as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

Recognizing the disclosures may contain business confidential information, subrecipients may submit their disclosures directly to DOE.

Term 55. Foreign Collaboration Considerations

- A. Consideration of new collaborations with foreign entities, organizations, and governments. The recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations, or governments in connection with its DOE-funded award scope. The recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- B. Existing collaborations with foreign entities, organizations, and governments. The recipient must provide DOE with a written list of all existing foreign collaborations, organizations, and governments in which has entered in connection with its DOE-funded award scope.
- C. In general, a collaboration will involve some provision of a thing of value to, or from, the recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the award but resulting in provision of a thing of value from or to the award must also be reported. Collaborations do not include routine workshops, conferences, use of the recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the recipient's standard policies and procedures.

Term 56. Entity of Concern Prohibition

No Entity of Concern, as defined in section 10114 of [Public Law 117-167 \(42 USC 18912\)](#), may receive any grant, contract, cooperative agreement, or loan of \$10 million or more in Departmental funds including funds made available by the Consolidated Appropriations Act,



2024 ([Public Law 118-42](#)). In addition, for all awards involving Departmental activities authorized under Public Law 117-167, no Entity of Concern (including an individual that owns or controls, is owned or controlled by, or is under common ownership or control with an Entity of Concern) may receive DOE funds or perform work under the award, subject to certain penalties. See section 10114 of Public Law 117-167 and section 310 of Public Law 118-42 for additional information.

Congress has given DOE authority to require the submission of documentation necessary to implement the requirements of this term.

The recipient shall include this term, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, under this award.

If, at any time, the recipient becomes aware that any participant on the award is an Entity of Concern and therefore is unable to fully comply with this term, the recipient shall promptly stop all work on this award, notify the Grants Officer, and not proceed with the award work without further authorization.

Term 57. Required Risk Mitigation

This award is subject to the recipient's compliance with required DOE Office of Research, Technology, and Economic Security (RTES) mitigation measures that are specific to the recipient, if any. Failure to comply with a required RTES mitigation measure is grounds for an immediate termination of the award. This term must be flowed down to the subrecipients. If a subrecipient fails to comply with required RTES mitigation measures, if any, that are specific to that subrecipient, it is grounds for immediate termination of the subaward.

Term 58. Impacted Indian Tribes

If any activities anticipated to take place under this agreement could potentially impact the resources or reserved rights of Indian Tribe(s), as defined in 25 U.S.C. § 5304 (e), then the recipient/awardee agrees to develop and maintain active and open communications with the potentially impacted Indian Tribe(s), during the period of performance of the agreement, and, if necessary, after the end of the agreement. If the recipient proposes any activities that could impact Tribal resources or reserved rights, including but not limited to lands, cultural sites, sacred sites, water rights, mineral rights, fishing rights, and hunting rights, the recipient must notify DOE. The recipient/awardee must coordinate with DOE on all Tribal interactions. DOE will determine if formal government-to-government consultation is needed, and DOE will conduct that consultation accordingly.

- Tribal lands is as defined in 25 U.S.C. §§ 3501(2), (3), (4)(A) and (13).
- Indian Tribe is as defined in 25 U.S.C. § 5304 (e).

Term 59. Implementation of Executive Order 13798, Promoting Free Speech and Religious Liberty



States, local governments, or other public entities may not condition sub-awards in a manner that would discriminate, or disadvantage sub-recipients based on their religious character.