

**FINANCIAL ASSISTANCE
FUNDING OPPORTUNITY ANNOUNCEMENT**



**U.S. Department of Energy
Office of Science and
Office of Energy Efficiency and Renewable Energy**

**Entrepreneur in Residence 2
Funding Opportunity Number: DE-PS36-08GO98041
Announcement Type: Initial
CFDA Number: 81.087**

Issue Date: 11/19/2008

Application Due Date: 1/6/2009, 11:59 PM Eastern Time

NOTE: REQUIREMENTS FOR GRANTS.GOV

Microsoft Windows Vista users

Grants.gov does not currently support the new Microsoft Vista Operating system, and the PureEdge software used by Grants.gov for forms is not compatible with Vista. Go to http://www.grants.gov/help/general_faqs.jsp#15 for additional information, and contact the Grants.gov helpdesk at 1-800-518-4726 for any additional questions.

Where to Submit

Applications must be submitted through Grants.gov to be considered for award. You cannot submit an application through Grants.gov unless you are registered. Please read the registration requirements carefully and start the process immediately. Remember you have to update your CCR registration annually. If you have any questions about your registration, you should contact the Grants.gov Helpdesk at 1-800-518-4726 to verify that you are still registered in Grants.gov.

Registration Requirements

There are several one-time actions you must complete in order to submit an application through Grants.gov (e.g., obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the Central Contract Registry (CCR), register with the credential provider, and register with Grants.gov). See <http://www.grants.gov/GetStarted>. Use the Grants.gov Organization Registration Checklist at <http://www.grants.gov/section3/OrganizationRegCheck.pdf> to guide you through the process. Designating an E-Business Point of Contact (EBiz POC) and obtaining a special password called an MPIN are important steps in the CCR registration process. Applicants, who are not registered with CCR and Grants.gov, should allow at least 21 days to complete these requirements.

IMPORTANT NOTICE TO POTENTIAL APPLICANTS: When you have completed the process, you should call the Grants.gov Helpdesk at 1-800-518-4726 to verify that you have completed the final step (i.e. Grants.gov registration).

Questions

Questions relating to the registration process, system requirements, how an application form works, or the submittal process must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov. Part VII of this announcement explains how to submit other questions to the Department of Energy (DOE).

Application Receipt Notices

After an application is submitted, the Authorized Organization Representative (AOR) will receive a series of five e-mails. It is extremely important that the AOR watch for and save each of the emails. It may take up to 2 business days from application submission to receipt of email Number 2. You will know that your application has reached DOE when the AOR receives email Number 5. You will need the Submission Receipt Number (email Number 1) to track a submission. The titles of the five e-mails are:

- Number 1 – Grants.gov Submission Receipt Number
- Number 2 – Grants.gov Submission Validation Receipt for Application Number
- Number 3 – Grants.gov Grantor Agency Retrieval Receipt for Application
- Number 4 – Grants.gov Agency Tracking Number Assignment for Application
- Number 5 – DOE e-Center Grant Application Received

The last email will contain instructions for the AOR to register with the DOE e-Center. If the AOR is already registered with the DOE e-Center, the title of the last email changes to: Number 5 – DOE e-Center Grant Application Received and Matched. This email will contain the direct link to the application in IIPS. The AOR will need to enter their DOE e-Center user id and password to access the application.

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PART I – FUNDING OPPORTUNITY DESCRIPTION

Background

Today, America is confronted by major energy challenges:

- Attaining greater energy and economic security by reducing dependence on foreign energy supplies;
- Increasing affordable domestic energy supplies to meet anticipated demand; and
- Reducing air pollution and addressing concerns about climate change.

The Administration's National Energy Policy (NEP) and the U.S. Department of Energy's (DOE's) Strategic Plan both call for reducing U.S. reliance on imported oil. The NEP also acknowledges the need to increase energy supplies and use more energy efficient technologies and practices. The need for clean, abundant, affordable, domestically produced energy has never been greater.

DOE's Office of Energy Efficiency and Renewable Energy (EERE) is tasked with strengthening America's energy security, environmental quality, and economic vitality through public-private partnerships that enhance energy efficiency and productivity; bring clean, reliable and affordable energy technologies to the marketplace; and make a difference in the everyday lives of Americans by enhancing their energy choices and their quality of life. EERE invests its annual funding in a broad portfolio of technologies, including solar, wind, biomass, hydrogen, advanced vehicle technologies, hydropower, geothermal, buildings and industrial technologies. More detailed information about EERE's Programs can be found at <http://www.eere.energy.gov/>.

EERE's portfolio includes a considerable investment in technology development at DOE's national laboratories. To enable the public and private sector to benefit from technology development efforts at the labs, DOE/EERE has facilitated and encouraged a broad range of collaborative activities, including cooperative research and development agreements, lab partnership in financial assistance awards, and work for others opportunities. However, the full potential in diffusing the national laboratory innovations into the commercial sector has not yet been met.

Scope

DOE is seeking to partner with leading Venture Capital (VC) firms in a program to develop robust Entrepreneur in Residence (EIR) projects at five of DOE's national laboratories – Argonne National Laboratory (ANL), Brookhaven National Laboratory (BNL), Lawrence Berkeley National Laboratory (LBNL), Lawrence Livermore National Laboratory (LLNL), and Pacific Northwest National Laboratory (PNNL). The projects will identify and develop business cases to commercialize promising laboratory technology and give proven start-up entrepreneurs the opportunity to work directly with technical management and staff at a specified national laboratory to identify technologies that, when commercialized in start-up companies, will contribute to DOE's mission. Successful applicants will conduct technology assessments, identify market opportunities, formulate preliminary business cases, and propose business structures for start-up enterprises, as well as recommend policy and business practice modifications to DOE and the national laboratories to further refine their approaches to moving technology into the commercial sector. DOE is not obligated to provide additional funding toward the development of these technologies beyond what is set forth in this Funding Opportunity Announcement (FOA).

Technology Screening. Before any EIR is given access to Laboratory inventions, the Laboratory will ensure that the EIRs are given access only to Office of Science and EERE funded inventions

that further the EERE mission and, as applicable, any other technologies approved in advance by DOE Programs. Inventions shared with the EIR must be available for licensing, *i.e.*, they must not be subject to the licensing rights of CRADA participants, or be optioned or otherwise the subject of ongoing licensing discussions with other parties. Disclosure and commercialization of the invention must not adversely impact national security and must not be subject to export control restrictions. Furthermore, the invention must have been funded by DOE, and not another Federal agency.

Technology Mining: Successful applicant VC firms will be responsible for identifying and recruiting best-in-class entrepreneurs who will reside at one of the national laboratories (the Lab) for one year. During this time, the Entrepreneur in Residence (EIR) will "mine" the Lab's portfolio to identify technologies that are promising for potential deployment in the commercial sector. While only one EIR may reside at the Lab at any given time, it is expected that multiple EIRs may be brought in over the course of the year as promising technologies are identified and spun out. Each residing EIR may identify one or more interrelated technologies to license, develop, and spin out, as discussed below. Lab personnel, lab inventions, and other lab data related to the technologies will be made available to the EIR. To facilitate this level of access, the EIR will be expected to sign the attached non-disclosure agreement with the Lab (see Appendix B - Non-Disclosure Agreement). If an invention is one of a group of six inventions selected for intensified review, and has not been memorialized in a record of invention, the Laboratory will file an invention disclosure that complies with its Management and Operating (M & O) Contract within 30 days of the EIR's written notice of selection. Should the EIR identify a promising invention that is not currently protected by a patent, the Lab will file appropriate patent applications, so that the invention can be licensed by the VC firm.

Choosing Technologies. The EIR may select up to six inventions for intensified review for up to a 30 calendar-day period. The 30-day period will begin when the EIR notifies the Technology Transfer Director at the national laboratory and the DOE Director of the Office of Commercialization and Deployment in writing regarding his or her selections. During this period, if a third party expresses an interest in licensing any of the inventions selected for intensified review, the Laboratory may evaluate fairly any third party commercialization proposals from the EIR and interested third parties, and is under no obligation to disclose to any party that others have expressed interest in the inventions. Once the 30-day period expires, the Laboratory will have no special obligations to the EIR or the VC firm regarding evaluating commercialization proposals for the inventions, unless the EIR identifies one or more interrelated inventions from the intensified review group for license negotiations.

Identifying Inventions and the 180-day Right of First Refusal (ROFR). The EIR may identify one or more interrelated inventions for license negotiations. The 180 calendar-day ROFR period will begin when the EIR notifies the Technology Transfer Director at the national laboratory and the DOE Director of the Office of Commercialization and Deployment Laboratory Director in writing regarding his or her selections. If the EIR identifies more than one invention, he or she must be able to justify to the national laboratory and DOE, that the inventions are interrelated before they will be permitted to be bundled into a license. If trademarks or copyrights are also associated with the invention(s) to be licensed, the EIR should include that information in his or her notification to the national laboratory and DOE.

Business Plan Development: Once the EIR has identified a Lab invention of interest to pursue for license negotiations, a business plan for commercializing that invention will be developed. The business plan will be provided to the national laboratory and DOE, so that DOE may evaluate the potential impact of its investment. The business plan should identify and quantify the appropriate market(s) for the invention, demonstrate necessary financing, identify all necessary intellectual property (IP) licensing (both from the DOE labs and from third parties if the overall portfolio includes third party inventions), and evaluate barriers and risks, along with appropriate mitigation strategies.

License Agreement. In order to pursue an invention for commercialization, the EIR will be expected to sign a license agreement with the Laboratory (see Appendix B - Sample License Agreement). The license agreement may be modified in consultation with the cognizant DOE Patent Counsel, if such modifications are necessary for the Laboratory to comply with its M & O Contract requirements pertaining to a privately-funded technology transfer program. Successful applicants will be granted a 180-day right of first refusal for the identified invention(s), measured from the time the invention is formally chosen, assuming that the IP is available for licensing. The right of first refusal will apply to inventions funded by EERE and the Office of Science that advance the EERE mission. Technologies funded by other Program Offices may be licensed under the EIR program, subject to technology screening and review and approval by the cognizant DOE program office. It is expected that if one invention is selected for license negotiations, that the resulting license will be exclusive. It is possible that if interrelated inventions are bundled together in a license, that one or more of those other inventions may be licensed non-exclusively. In that event, the Sample License Agreement may be modified accordingly, in consultation with the cognizant DOE Patent Counsel.

The Awardee must agree to substantial United States manufacture of products embodying any licensed inventions, pursuant to 35 USC 204. The substantial manufacture requirement can be met either by the Awardee itself, or through its sublicense agreements.

Special Instructions

As part of their project narrative, applicants should include their ranked preference for partnering with the eligible national laboratories. The project narrative should include a concise justification of the applicant's preferences, explaining why the applicant is particularly well-suited to work with one lab or another. The applicant should also identify any of the labs with which they would not be willing to partner. DOE will consider these preferences when assigning successful applicant/national laboratory partnerships. Please be advised that an applicant may identify in their proposal multiple national laboratories with which they are willing to partner. However, an applicant may only be selected for one award with one national laboratory.

National Laboratory Descriptions: The following provides a broad overview of EERE's technology development investments at the national laboratories that may be available for review by the EIR.

Argonne National Laboratory (Chicago, IL)

Argonne National Laboratory is one of the U.S. Department of Energy's largest research centers. It is also the nation's first national laboratory, chartered in 1946.

Recognized for its excellence in connecting basic research to innovative technology, Argonne is a direct descendant of the University of Chicago's Metallurgical Laboratory, part of the World War Two Manhattan Project. It was at the Met Lab where, on Dec. 2, 1942, Enrico Fermi and his band of about 50 colleagues created the world's first controlled nuclear chain reaction in a racquet court at the University of Chicago. Fermi believed that a collaborative approach to science would deepen understanding and result in greater value. Over the years, Argonne has embraced Fermi's beliefs, creating one of the world's broadest scientific institutes, bringing together many areas of science, engineering and technology.

Today, the laboratory has about 2,800 employees, including about 1,000 scientists and engineers, of whom about 750 hold doctorate degrees. Argonne's annual operating budget of about \$530 million supports upwards of 200 research projects, ranging from studies of the atomic nucleus to global climate change research. Since 1990, Argonne has worked with more than 600 companies and numerous federal agencies and other organizations.

Argonne occupies 1,500 wooded acres in DuPage County, Ill. The site is surrounded by forest preserve about 25 miles southwest of Chicago's Loop. The site also houses the U.S. Department of Energy's Chicago Operations Office.

Argonne research falls into five broad categories:

- **Basic science** seeks solutions to a wide variety of scientific challenges. This includes experimental and theoretical work in materials science, physics, chemistry, biology, high-energy physics, and mathematics and computer science, including high-performance computing. This kind of basic research brings value to society today by helping lay the foundation for tomorrow's technological breakthroughs.
- **Scientific facilities** like Argonne's Advanced Photon Source help advance America's scientific leadership and prepare the nation for the future. The laboratory designs, builds and operates sophisticated research facilities that would be too expensive for a single company or university to build and operate. They are used by scientists from Argonne, industry, academia and other national laboratories, and often by scientists from other nations. The laboratory is also home to the Intense Pulsed Neutron Source, the Argonne Tandem Linear Accelerator System and other facilities.
- **Energy resources** programs help insure a reliable supply of efficient and clean energy for the future. Argonne scientists and engineers are developing advanced technologies and systems for a number of energy applications, including nuclear reactors, batteries and fuel cells, transportation, and electric power generation and storage.
- **Environmental management** includes work on managing and solving the nation's environmental problems and promoting environmental stewardship. Research in this area includes alternative energy systems; environmental risk and economic impact assessments; hazardous waste site analysis and remediation planning; electrometallurgical treatment to prepare spent nuclear fuel for disposal; and new technologies for decontaminating and decommissioning aging nuclear reactors.
- **National Security** has increased in significance in recent years for the nation and for Argonne research. Argonne capabilities developed over the years for other purposes are helping counter the threats of terrorism. These capabilities include expertise in the nuclear fuel cycle, biology, chemistry, and systems analysis and modeling. This research is helping develop highly sensitive instruments and technologies to detect chemical, biological and radioactive threats and identify

their sources. Other research is helping to detect and deter possible weapons proliferation or actual attacks.

Industrial technology development is an important activity in moving benefits of Argonne's publicly funded research to industry to help strengthen the nation's technology base.

Additional Information is available at: <http://www.anl.gov>.

Brookhaven National Laboratory (New York, NY)

Established in 1947 on Long Island, Upton, New York, Brookhaven is a multi-program national laboratory operated by Brookhaven Science Associates for the U.S. Department of Energy (DOE). Six Nobel Prizes have been awarded for discoveries made at the Lab.

Brookhaven has a staff of approximately 3,000 scientists, engineers, technicians and support staff and over 4,000 guest researchers annually.

Brookhaven National Laboratory's role for the DOE is to produce excellent science and advanced technology with the cooperation, support, and appropriate involvement of our scientific and local communities. The fundamental elements of the Laboratory's role in support of the four DOE strategic missions are the following:

- To conceive, design, construct, and operate complex, leading edge, user-oriented facilities in response to the needs of the DOE and the international community of users.
- To carry out basic and applied research in long-term, high-risk programs at the frontier of science.
- To develop advanced technologies that address national needs and to transfer them to other organizations and to the commercial sector.
- To disseminate technical knowledge, to educate new generations of scientists and engineers, to maintain technical capabilities in the nation's workforce, and to encourage scientific awareness in the general public.

Brookhaven's Research Priorities are:

- **From Colliders to Computational Biology:** Many of Brookhaven's "big machines" were built to help us understand the basic structure of matter. Our Relativistic Heavy Ion Collider, for example, is helping us to see what the universe may have looked like in the first few moments after its creation. Findings to date have led to compelling questions in the field of quantum chromodynamics (QCD), the theory that describes the interactions of the smallest known components of the atomic nucleus. Upgrades to the RHIC complex are being considered that would allow scientists to explore these questions, and perhaps reveal more about why the physical world works the way it does.
- **Work at the Interface of Life & Physical Sciences:** The proposed National Synchrotron Light Source-II (NSLS-II), one of the projects in the Department of Energy's 20-year plan, is an advanced third generation, medium-energy electron storage ring that will produce x-rays 10,000 times brighter than Brookhaven's current National Synchrotron Light Source (NSLS). The unprecedented brightness of NSLS-II will lead to many advanced experimental capabilities in a wide range of scientific disciplines including materials and nanoscience, life sciences and chemistry, geosciences, and more.

- Standing next to the NSLS-II will be Brookhaven's Center for Functional Nanomaterials (CFN), one of five nanotechnology centers that have been approved by the Department of Energy. The CFN will provide researchers with state-of-the-art capabilities to fabricate and study nanoscale materials. The Center's focus is to achieve a basic understanding of how these materials respond when in nanoscale form. Nanomaterials offer different chemical and physical properties from those of bulk materials, and have the potential to form the basis of new technologies. Together, the NSLS-II and CFN present opportunities for Brookhaven researchers and facility users to achieve breakthroughs at the interface of the life and physical sciences. Exploring this interface is seen as a key to future advances.
- **Life Sciences:** Our cutting-edge brain imaging work on obesity, addiction, and aging is based on the use of physical tools, like magnetic resonance imaging (MRI) and positron emission tomography (PET). Earlier research in the physical sciences led to the discoveries of the radioisotopes technetium-99m, now used to diagnose heart disease and other ailments in more than 11 million people annually, and thallium-201, now used in hundreds of thousands of heart stress tests each year.
- **Homeland Security:** Brookhaven is an invaluable counterterrorism planning and implementation resource for the New York metropolitan area, because of its proximity to New York City and the Department of Homeland Security's (DHS) Plum Island and Environmental Measurements Laboratory facilities, and its scientific and technical expertise and experience.

Additional information is available at: <http://www.bnl.gov>.

Lawrence Berkeley National Laboratory (Berkeley, CA)

Lawrence Berkeley National Laboratory is a member of the national laboratory system supported by the U.S. Department of Energy through its Office of Science. It is managed by the University of California (UC) and is charged with conducting unclassified research across a wide range of scientific disciplines. Located on a 200 acre site in the hills above the UC Berkeley campus that offers spectacular views of the San Francisco Bay, Berkeley Lab employs approximately 4,000 scientists, engineers, support staff and students. Its budget for 2008 was approximately \$600 million. Studies estimate the Laboratory's overall economic impact through direct, indirect and induced spending on the nine counties that make up the San Francisco Bay Area to be nearly \$700 million annually. The overall economic impact on the global economy is an estimated \$1.4 billion a year. Technologies developed at Berkeley Lab have generated billions of dollars in revenues, and thousands of jobs. Savings as a result of Berkeley Lab developments in lighting and windows, and other energy-efficient technologies, have also been in the billions of dollars.

Berkeley Lab was founded in 1931 by Ernest Orlando Lawrence, a UC Berkeley physicist who won the 1939 Nobel Prize in physics for his invention of the cyclotron, a circular particle accelerator that opened the door to high-energy physics. It was Lawrence's belief that scientific research is best done through teams of individuals with different fields of expertise, working together. His teamwork concept is a Berkeley Lab legacy that continues today.

Additional information is available at: <http://www.lbl.gov>.

Lawrence Livermore National Laboratory- (Livermore, CA)

Lawrence Livermore National Laboratory (LLNL) is a premier applied science laboratory that is part of the National Nuclear Security Administration (NNSA) within the Department of Energy (DOE). LLNL was managed from its inception in 1952 through September 2007 by the University of California for the U.S. government. LLNL is currently managed by [Lawrence Livermore National Security, LLC](#).

As a national security laboratory, LLNL is responsible for ensuring that the nation's nuclear weapons remain safe, secure, and reliable through application of advances in science and engineering. With its special capabilities, the Laboratory also meets other pressing national security needs, which include countering the proliferation of weapons of mass destruction and strengthening homeland security against the terrorist use of such weapons.

- **[Enduring National Needs](#)**. The Laboratory pursues research and development in areas of enduring importance to the nation. In support of DOE mission priorities in energy and environment, bioscience, and fundamental science and advanced technology, Livermore seeks challenges that reinforce its national security mission and have the potential for high-payoff results.
- **[Energy and Environment](#)**. Long-term research is needed to provide the nation with abundant, reliable energy and a clean environment. Livermore's programs contribute to the scientific and technological basis for secure, sustainable, and clean energy resources for the U.S. and to reducing environmental risks.
- **[Chemistry, Materials, Earth, and Life Sciences](#)**. Bioscience research at Livermore is directed at understanding the causes and mechanisms of ill health, developing biodefense capabilities, improving disease prevention, and lowering health-care costs. Projects leverage the Laboratory's extensive physical science, computing, and engineering capabilities.
- **[Fundamental Science and Advanced Technology](#)**. Scientists and engineers pursue projects in fundamental science and applied technology that build on the Laboratory's core strengths and take advantage of the unique research capabilities and facilities at Livermore. Many projects entail collaborations with universities, industry, and/or other laboratories.

Additional information is available at: <http://www.llnl.gov>.

Pacific Northwest National Laboratory- (Richmond, WA)

Pacific Northwest National Laboratory (PNNL) is one of the U.S. Department of Energy's (DOE's) ten national laboratories, managed by DOE's Office of Science. PNNL also performs research for other DOE offices as well as government agencies, universities, and industry to deliver breakthrough science and technology to meet today's key national needs. Our Laboratory

- provides the facilities, unique scientific equipment, and world-renowned scientists/engineers to strengthen U.S. scientific foundations for fundamental research and innovation

- prevents and counters acts of terrorism through applied research in information analysis, cyber security, and the non-proliferation of weapons of mass destruction
- increases U.S. energy capacity and reduces dependence on imported oil through research of hydrogen and biomass-based fuels
- reduces the effects of energy generation and use on the environment.

PNNL has six core competencies in research:

- Microbial and Cellular Biology
- Environmental Sciences
- Analytic and Interfacial Chemical Sciences
- Radiological Sciences
- Computational Sciences and Information Analytics
- Sensing and Measurement Technologies

Additional information is available at: <http://www.pnl.gov>.

PART II – AWARD INFORMATION

A. TYPE OF AWARD INSTRUMENT.

- DOE anticipates awarding cooperative agreements under this funding opportunity announcement (See Part VI.B.2 Statement of Substantial Involvement).

B. ESTIMATED FUNDING.

Approximately \$ 250,000 is expected to be available for new awards under this announcement.

C. MAXIMUM AND MINIMUM AWARD SIZE.

- Ceiling (i.e., the maximum amount for an individual award made under this announcement): \$50,000
- Floor (i.e., the minimum amount for an individual award made under this announcement): \$50,000

D. EXPECTED NUMBER OF AWARDS.

- DOE anticipates making 5 awards under this announcement.

E. ANTICIPATED AWARD SIZE

- DOE anticipates that each award will be \$50,000 for the total project period.

F. PERIOD OF PERFORMANCE.

- DOE anticipates making awards with a project period of 1 year. The Period of Performance will be identical for each of the five awards made under this announcement.

G. TYPE OF APPLICATION

- Only new applications will be accepted under this announcement (e.g., applications for renewals of existing DOE funded projects will not be considered).

H. ALTERNATE SELECTIONS

- DOE may decide (subject to available funding) to select additional recipients to participate in the EIR program from a list of alternate selections resulting from this FOA. Alternate selections will meet all qualifications required for award and will be placed on the “recommended” list for the Selection Official, but will not be selected based on limited funding availability at the time of original award selections. These alternate selections will be sent a letter following the evaluation and selection period, informing them that they were qualified but limited funding precluded their selection. Applicants will be kept on the alternate selection list for 12 months, or until they request removal from the list.

PART III - ELIGIBILITY INFORMATION

A. ELIGIBLE APPLICANTS.

- In accordance with 10 CFR 600.6(b), eligibility for award is restricted to established venture capital firms. An established venture capital firm is defined as a domestic entity primarily engaged in acting as a principal (except investment bankers, securities dealers, and commodity contracts dealers) in buying or selling of financial contracts generally on a spread basis. Principals are investors that buy or sell for their own account. Eligible firms must certify that they have at least \$5 million in funds available for energy efficiency and renewable energy technology investment, an overall current fund size of at least \$50 million, a proven track record of launching successful start up businesses, and must demonstrate previous entrepreneurial support experience.

B. COST SHARING.

- The cost share must be at least 50% of the total allowable costs (i.e., the sum of the Government share and the recipient share of allowable costs equals the total allowable cost of the project) and must come from non-Federal sources unless otherwise allowed by law.

C. OTHER ELIGIBILITY REQUIREMENTS.

- **Federally Funded Research and Development Center (FFRDC) Contractors.** FFRDC contractors are not eligible for an award under this announcement and may not be included as a team member.

PART IV – APPLICATION AND SUBMISSION INFORMATION

A. ADDRESS TO REQUEST APPLICATION PACKAGE. Application forms and instructions are available at Grants.gov. To access these materials, go to <http://www.grants.gov>, select “Apply for Grants,” and then select “Download Application Package.” Enter the CFDA and/or the funding opportunity number located on the cover of this announcement and then follow the prompts to download the application package.

B. LETTER OF INTENT AND PRE-APPLICATION.

1. Letter of Intent.

- Letters of Intent are not required.

2. Pre-application.

- Pre-applications are not required.

C. CONTENT AND FORM OF APPLICATION – SF 424

You must complete the mandatory forms and any applicable optional forms (e.g., SF-LLL-Disclosure of Lobbying Activities) in accordance with the instructions on the forms and the additional instructions below. **Files that are attached to the forms must be in Adobe Portable Document Format (PDF) unless otherwise specified in this announcement.**

1. SF 424 - Application for Federal Assistance.

Complete all required fields in accordance with the pop-up instructions on the form. To activate the instructions, turn on the “Help Mode” (Icon with the pointer and question mark at the top of the form). The list of certifications and assurances referenced in Field 21 can be found at http://management.energy.gov/business_doe/business_forms.htm, under Certifications and Assurances.

2. Other Attachments Form

Submit the following files with your application and attach them to the Other Attachments Form. Click on “Add Mandatory Other Attachment” to attach the Project Narrative. Click on “Add Optional Other Attachment,” to attach the other files. The entire proposal must not exceed 50 pages, including the project narrative.

- **Project Narrative File - Mandatory Other Attachment**

The project narrative must not exceed 20 pages, including cover page, table of contents, charts, graphs, maps, photographs, and other pictorial presentations, when printed using standard 8.5” by 11” paper with 1 inch margins (top, bottom, left, and right). EVALUATORS WILL REVIEW ONLY THE NUMBER OF PAGES SPECIFIED IN THE PRECEDING SENTENCE. The font must not be smaller than 11 point. Do not include any Internet addresses (URLs) that provide information necessary to review the application. See Part VIII.D for instructions on how to mark proprietary application information. Save the information in a single file named “Project.pdf,” and click on “Add Mandatory Other Attachment” to attach.

The project narrative must include:

- Project Objectives: This section should provide a clear, concise statement of the specific objectives/aims of the proposed project.

- Proposed EIR Candidates: The applicant must propose one primary and two alternate EIR candidates. Capabilities, experience and qualifications of all proposed candidates should be addressed in the merit review criteria discussion for Criterion 5.
- Merit Review Criteria Discussion: This section should be formatted to address each of the merit review criteria and sub-criteria listed in Part V. A. Provide sufficient information so that reviewers will be able to evaluate the application in accordance with these merit review criteria. DOE WILL EVALUATE AND CONSIDER ONLY THOSE APPLICATIONS THAT ADDRESS SEPARATELY EACH OF THE MERIT REVIEW CRITERIA AND SUB-CRITERIA.
- Project Timetable: This section should outline as a function of time all the important activities or phases of the project, including any activities planned beyond the project period. Successful applicants must use this project timetable to report progress.
- National Laboratory Preference: As instructed under “Merit Review Criteria Discussion” above, the applicant’s project narrative should include a description of their technical approach/work plan, which is not specific to any national laboratory. In addition, the project narrative should include the applicant’s ranked preference for partnering with the five eligible national laboratories, including identifying any of the five labs with which the applicant would not be willing to partner. The project narrative should include a concise justification of the applicant’s preferences, explaining why the applicant is particularly well-suited to work with one lab or another. DOE will consider these preferences when assigning successful applicant/national laboratory partnerships.

- **Resume File**

Provide a resume for each EIR proposed. Applicant must propose 1 Prime EIR and 2 Alternates. Save all resumes in a single file named “resume.pdf” and click on “Add Optional Other Attachment” to attach. Each resume must not exceed 2 pages when printed on 8.5” by 11” paper with 1 inch margins (top, bottom, left, and right) with font not smaller than 11 point and should include the following information, if applicable:

Education and Training. Undergraduate, graduate and postdoctoral training, provide institution, major/area, degree and year.

Professional Experience. Beginning with the current position list, in chronological order, professional/academic positions with a brief description.

Publications. Provide a list of up to 10 publications most closely related to the proposed project. For each publication, identify the names of all authors (in the same sequence in which they appear in the publication), the article title, book or journal title, volume number, page numbers, year of publication, and website address if available electronically.

Patents, copyrights and software systems developed may be provided in addition to or

substituted for publications.

Synergistic Activities. List no more than 5 professional and scholarly activities related to the effort proposed.

- **SF 424 A Excel, Budget Information – Non-Construction Programs File**

Use the SF 424 A Excel, “Budget Information – Non Construction Programs” form on the Applicant and Recipient Page at <http://grants.pr.doe.gov>. You may request funds under any of the Object Class Categories as long as the item and amount are necessary to perform the proposed work, meet all the criteria for allowability under the applicable Federal cost principles, and are not prohibited by the funding restrictions in this announcement (See PART IV, G). Save the information in a single file named “SF424A.xls,” and click on “Add Optional Other Attachment” to attach.

- **Budget Justification File**

You must justify the costs proposed in each Object Class Category/Cost Classification category (e.g., identify key persons and personnel categories and the estimated costs for each person or category; provide a list of equipment and cost of each item; identify proposed subaward/consultant work and cost of each subaward/consultant; describe purpose of proposed travel, number of travelers and number of travel days; list general categories of supplies and amount for each category; and provide any other information you wish to support your budget). Provide the name of your cognizant/oversight agency, if you have one, and the name and phone number of the individual responsible for negotiating your indirect rates. If cost sharing is required, you must have a letter from each third party contributing cost sharing (i.e., a party other than the organization submitting the application) stating that the third party is committed to providing a specific minimum dollar amount of cost sharing. In the budget justification, identify the following information for each third party contributing cost sharing: (1) the name of the organization; (2) the proposed dollar amount to be provided; (3) the amount as a percentage of the total project cost; and (4) the proposed cost sharing – cash, services, or property. Save the budget justification information in a single file named “Budget.pdf,” and click on “Add Optional Other Attachment” to attach.

- **Commitment Letters from Team Partners, as applicable**

If a third party (i.e. a party other than the organization submitting the application) will participate in the proposed project, the applicant must include a letter signed by an authorized official of each third party stating that it is committed to partaking in the project activities throughout the project duration and fulfilling the project objectives. Provide this information in a single file named “Letters.pdf” and click on “Add Optional Other Attachment” to attach.

- **SF-LLL Disclosure of Lobbying Activities**

If applicable, complete SF- LLL. Applicability: If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the grant/cooperative agreement, you must complete and submit Standard Form - LLL, “Disclosure Form to Report Lobbying.”

- **Eligibility Certification**

You must provide a signed certification of eligibility. The certification form can be found in Appendix D – Certification of Eligibility. A Word version of the certification can also be found under “Full Announcement and Other Files” for this FOA. Save the eligibility certification in a single file named “Eligibility.pdf,” and click on “Add Optional Other Attachment” to attach.

Summary of Required Forms/Files

Your application must include the following documents:

Name of Document	Format	File Name
SF 424 - Application for Federal Assistance	PDF	N/A
Other Attachments Form: Attach the following files to this form:	PDF	N/A
Project Summary/Abstract File	PDF	Summary.pdf
Project Narrative File	PDF	Project.pdf
Resume File	PDF	Resume.pdf
SF 424A Excel - Budget Information for Non-Construction Programs File	Excel	SF424A.xls
Budget Justification File	PDF	Budget.pdf
Commitment Letters from Team Partners, if applicable	PDF	Letters.pdf
SF-LLL Disclosure of Lobbying Activities, if applicable.	PDF	N/A
Eligibility Certification	PDF	Eligibility.pdf

D. SUBMISSIONS FROM SUCCESSFUL APPLICANTS.

If selected for award, DOE reserves the right to request additional or clarifying information for any reason deemed necessary, including, but not limited to:

- Indirect cost information
- Other budget information
- Representation of Limited Rights Data and Restricted Computer Software, if applicable
- Commitment Letter from Third Parties Contributing to Cost Sharing, if applicable
- Certification of insurance coverage for onsite personnel
- Name and phone number of the Designated Responsible Employee for complying with national policies prohibiting discrimination (See 10 CFR 1040.5)

E. SUBMISSION DATES AND TIMES.

1. Pre-application Due Date.

- Pre-applications are not required.

2. Application Due Date.

- Applications must be received by 1/06/2009, 11:59 PM Eastern Time. You are encouraged to transmit your application well before the deadline. The Grants.gov Helpdesk is not available after 9:00 PM Eastern Time. APPLICATIONS RECEIVED AFTER THE DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.

F. INTERGOVERNMENTAL REVIEW

- This program is not subject to Executive Order 12372 – Intergovernmental Review of Federal Programs.

G. FUNDING RESTRICTIONS.

Cost Principles. Costs must be allowable in accordance with the applicable Federal cost principles referenced in 10 CFR Part 600. The cost principles for commercial organizations are in FAR Part 31.

Pre-award Costs. Recipients may charge to an award resulting from this announcement pre-award costs that were incurred within the ninety (90) calendar day period immediately preceding the effective date of the award, if the costs are allowable in accordance with the applicable Federal cost principles referenced in 10 CFR Part 600. Recipients must obtain the prior approval of the contracting officer for any pre-award costs that are for periods greater than this 90 day calendar period.

Pre-award costs are incurred at the applicant's risk. DOE is under no obligation to reimburse such costs if for any reason the applicant does not receive an award or if the award is made for a lesser amount than the applicant expected.

Program Exclusions. There are certain types of technology areas that are specifically excluded from the EIR Program. Excluded areas of technology include: (1) inventions that are subject to the licensing rights of CRADA participants; (2) inventions that have been optioned or are otherwise the subject of ongoing licensing discussions with other parties; (3) inventions which, if disclosed, may adversely impact national security; (4) inventions that are subject to export control restrictions; and (5) inventions that were developed with funding from another Federal agency or under a work-for-others agreement.

H. SUBMISSION AND REGISTRATION REQUIREMENTS

1. Where to Submit

APPLICATIONS MUST BE SUBMITTED THROUGH GRANTS.GOV, AGAINST THIS ANNOUNCEMENT, TO BE CONSIDERED FOR AWARD. You cannot submit an application through Grants.gov unless you are registered. Please read the registration requirements below carefully and start the process immediately.

Submit electronic applications through the “Apply for Grants” function at www.Grants.gov. If you have problems completing the registration process or submitting your application, call Grants.gov at 1-800-518-4726 or send an email to support@grants.gov.

2. Registration Process Requirements

There are several one-time actions you must complete in order to submit an application through Grants.gov (e.g., obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number, register with the Central Contract Registry (CCR), register with the credential provider, and register with Grants.gov). See http://www.grants.gov/applicants/get_registered.jsp. Use the Grants.gov Organization Registration Checklist at <http://www.grants.gov/section3/OrganizationRegCheck.pdf> to guide you through the process. **IMPORTANT:** During the CCR registration process, you will be asked to designate an E-Business Point of Contact (EBIZ POC). The EBIZ POC must obtain a special password called “Marketing Partner identification Number” (MPIN). Applicants, who are not registered with CCR and Grants.gov, should allow at least 21 days to complete these requirements, as you must COMPLETE ALL STEPS of the one-time registration process before you can submit your first application through Grants.gov.

IMPORTANT NOTICE TO POTENTIAL APPLICANTS: When you have completed the process, you should call the Grants.gov Helpdesk at 1-800-518-4726 to verify that you have completed the final step (i.e. Grants.gov registration).

Microsoft Vista and Office 2007 Compatibility

Grants.gov is currently incompatible with both the new Microsoft (MS) Vista Operating System and the new Microsoft (MS) Office 2007 versions of Word, Excel, and Power Point. In order to create and submit your application to Grants.gov, you must find a computer with a previous version Microsoft Operating System, such as Windows XP.

If you attach a file created using MS Office 2007, you will not get an error message when you submit the application, HOWEVER, your entire application will not be able to be processed or accepted at Grants.gov and will not reach DOE. Grants.gov can accept applications with attachments created in MS Office 2007 if the attachments are saved in the prior format. See the http://www.grants.gov/assets/Vista_and_office_07_Compatibility.pdf for detailed instructions on how to do this. A file created in MS Office 2007 can be identified by the "x" at the end of the file extension, for example "sample.docx" for a Word file. Contact Grants.gov at 1-800-518-4726 with any questions.

Part V - APPLICATION REVIEW INFORMATION

A. Review Criteria

1. Initial Review Criteria.

Prior to a comprehensive merit review evaluation, DOE will perform an initial review to determine that (1) the applicant is eligible for an award; (2) the information required by the announcement has been submitted; (3) all mandatory requirements are satisfied; and (4) the proposed project is responsive to the objectives of the funding opportunity announcement.

2. Merit Review Criteria.

Criterion 1: Early Stage Investment Track Record **Weight: 20%**

- Demonstrated investment focus on early stage technologies
- Extent and strength of the applicant's total volume of funds under management
- Track-record of previous funds managed (including company exits)

Criterion 2: Energy Efficiency and Renewable Energy (EERE) Experience and Commitment **Weight: 20%**

- Extent and strength of the applicant's relevant EERE experience including specific expertise in renewable energy and energy efficiency technologies
- Capabilities, experience, qualifications, and credentials of investment partners
- Volume of funds invested in EERE portfolio
- Capital available for follow-on technology maturation investment, including time horizon

Criterion 3: Technical Approach/Work Plan **Weight: 20 %**

- Adequacy of plans for commercializing national laboratory technology
- Adequacy and completeness of proposed tasks and the resources identified to successfully address all elements of the technical plan
- Adequacy of the identification and assessment of critical success factors, risks and barriers, as well as plans for mitigation
- Reasonableness of the total proposed cost, schedule, deliverables and work plan.

Criterion 4: Entrepreneurial Management Experience **Weight: 20%**

- Extent and strength of the applicant's experience interacting with, managing, and utilizing an "Entrepreneur in Residence " or other similar entrepreneurial management program
- Demonstrated success of associations with entrepreneurs before company founding

Criterion 5: Individual/EIR Experience **Weight: 20%**

- Capabilities, experience and qualifications of proposed EIR candidates to fulfill and execute the scope of work defined in this Funding Opportunity Announcement.

3. Other Selection Factors

The selection official may consider the following program policy factors in the selection process:

- Venture capital firm diversity.

- Geographic diversity- Selected recipients need not be in close physical proximity to the national laboratory for which they are applying. DOE seeks nationwide participation in the FOA.

B. REVIEW AND SELECTION PROCESS.

1. Merit Review.

- Applications that pass the initial review will be subjected to a merit review in accordance with the guidance provided in the "Department of Energy Merit Review Guide for Financial Assistance and Unsolicited Proposals." This guide is at <http://management.energy.gov/documents/meritrev.doc>.

2. Selection.

- The Selection Official may consider the merit review recommendation, program policy factors, and the amount of funds available.

3. Discussions and Award.

- The Government may enter into discussions with a selected applicant for any reason deemed necessary, including, but not limited to: (1) the budget is not appropriate or reasonable for the requirement; (2) only a portion of the application is selected for award; (3) the Government needs additional information to determine that the recipient is capable of complying with the requirements in 10 CFR part 600; and/or (4) special terms and conditions are required. Failure to resolve satisfactorily the issues identified by the Government will preclude award to the applicant.

C. ANTICIPATED NOTICE OF SELECTION AND AWARD DATES.

- DOE anticipates notifying applicants selected for award by the middle of February 2009 and making awards by April 2009.

Part VI - AWARD ADMINISTRATION INFORMATION

A. AWARD NOTICES.

1. Notice of Selection.

DOE will notify applicants selected for award. This notice of selection is not an authorization to begin performance (see Part IV.G with respect to the allowability of pre-award costs).

Organizations whose applications have not been selected will be advised as promptly as possible. This notice will explain why the application was not selected.

2. Notice of Award.

A Notice of Financial Assistance Award issued by the contracting officer is the authorizing award document. It normally includes, either as an attachment or by reference: 1. Special Terms and Conditions; 2. Applicable program regulations, if any; 3. Application as approved by DOE.; 4. DOE assistance regulations at 10 CFR part 600, or Research terms

and conditions; 5. National Policy Assurances To Be Incorporated As Award Terms; 6. Budget Summary; and 7. Federal Assistance Reporting Checklist, which identifies the reporting requirements.

B. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS.

1. Administrative Requirements.

The administrative requirements for DOE grants and cooperative agreements are contained in 10 CFR part 600 (See: <http://ecfr.gpoaccess.gov>), except for grants made to Federal Demonstration Partnership (FDP) institutions. The FDP terms and conditions and DOE FDP agency specific terms and conditions are located on the National Science Foundation web site at http://www.nsf.gov/awards/managing/fed_dem_part.jsp.

2. Special Terms and Conditions and National Policy Requirements.

The DOE Special Terms and Conditions for Use in Most Grants and Cooperative Agreements are located at http://management.energy.gov/business_doe/business_forms.htm under Award Terms. The National Policy Assurances To Be Incorporated As Award Terms are located at http://management.energy.gov/business_doe/business_forms.htm under Award Terms.

3. Intellectual Property Provisions.

The standard DOE financial assistance intellectual property provisions applicable to the various types of recipients are located at http://www.gc.doe.gov/financial_assistance_awards.htm

4. Statement of Substantial Involvement.

DOE will have substantial involvement in coordinating recipient activities with the Entrepreneur in Residence (EIR) and national laboratories, including potential licensing of intellectual property. Substantial involvement may also include DOE's technical and administrative guidance to the EIR awardee, to ensure collaboration and cooperation between the EIR and national laboratory resources. DOE may be substantially involved in specifying the direction or redirection of the work to ensure that the EIR and the national laboratory are working toward achievement of the DOE programs' goals and objectives.

DOE reserves the right to determine whether to conduct an independent validation of project results, if required to assist in funding and direction decisions.

C. REPORTING.

Reporting requirements are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to the award agreement. The proposed Checklist for this program is https://www.eere-pmc.energy.gov/procurenet/FinancialAssistance/Forms/DOE_Forms/DOEF4600_2.doc

PART VII - QUESTIONS/AGENCY CONTACT

A. QUESTIONS

Questions regarding the content of the announcement must be submitted through the "Submit Question" feature of the DOE Industry Interactive Procurement System (IIPS) at <http://e-center.doe.gov>. Locate the program announcement on IIPS and then click on the "Submit Question" button. Enter required information. You will receive an electronic notification that

your question has been answered. DOE will try to respond to a question within 3 business days, unless a similar question and answer have already been posted on the website.

Questions relating to the registration process, system requirements, how an application form works, or the submittal process must be directed to Grants.gov at 1-800-518-4726 or support@grants.gov. DOE cannot answer these questions.

B. AGENCY CONTACT

Name: Pamela Brodie
E-mail: EIR2@go.doe.gov

All questions should be submitted through the “Submit Question” feature of IIPS. (See Part A of this Part, above.)

PART VIII - OTHER INFORMATION

A. MODIFICATIONS.

Notices of any modifications to this announcement will be posted on Grants.gov and the DOE Industry Interactive Procurement System (IIPS). You can receive an email when a modification or an announcement message is posted by joining the mailing list for this announcement through the link in IIPS. When you download the application at Grants.gov, you can also register to receive notifications of changes through Grants.gov.

B. GOVERNMENT RIGHT TO REJECT OR NEGOTIATE.

DOE reserves the right, without qualification, to reject any or all applications received in response to this announcement and to select any application, in whole or in part, as a basis for negotiation and/or award.

C. COMMITMENT OF PUBLIC FUNDS.

The Contracting Officer is the only individual who can make awards or commit the Government to the expenditure of public funds. A commitment by other than the Contracting Officer, either explicit or implied, is invalid.

D. PROPRIETARY APPLICATION INFORMATION.

Patentable ideas, trade secrets, proprietary or confidential commercial or financial information, disclosure of which may harm the applicant, should be included in an application only when such information is necessary to convey an understanding of the proposed project. The use and disclosure of such data may be restricted, provided the applicant includes the following legend on the first page of the project narrative and specifies the pages of the application which are to be restricted:

“The data contained in pages _____ of this application have been submitted in confidence and contain trade secrets or proprietary information, and such data shall be used or disclosed only for evaluation purposes, provided that if this applicant receives an award as a result of or in

connection with the submission of this application, DOE shall have the right to use or disclose the data herein to the extent provided in the award. This restriction does not limit the government's right to use or disclose data obtained without restriction from any source, including the applicant."

To protect such data, each line or paragraph on the pages containing such data must be specifically identified and marked with a legend similar to the following:

"The following contains proprietary information that (name of applicant) requests not be released to persons outside the Government, except for purposes of review and evaluation."

E. EVALUATION AND ADMINISTRATION BY NON-FEDERAL PERSONNEL.

In conducting the merit review evaluation, the Government may seek the advice of qualified non-Federal personnel as reviewers. The Government may also use non-Federal personnel to conduct routine, nondiscretionary administrative activities. The applicant, by submitting its application, consents to the use of non-Federal reviewers/administrators. Non-Federal reviewers must sign conflict of interest and non-disclosure agreements prior to reviewing an application. Non-Federal personnel conducting administrative activities must sign a non-disclosure agreement.

F. INTELLECTUAL PROPERTY DEVELOPED UNDER THIS PROGRAM.

Patent Rights. The government will have certain statutory rights in an invention that is conceived or first actually reduced to practice under a DOE award. 42 U.S.C. 5908 provides that title to such inventions vests in the United States, except where 35 U.S.C. 202 provides otherwise for nonprofit organizations or small business firms. However, the Secretary of Energy may waive all or any part of the rights of the United States subject to certain conditions. (See "Notice of Right to Request Patent Waiver" in paragraph G below.)

Rights in Technical Data. Normally, the government has unlimited rights in technical data created under a DOE agreement. Delivery or third party licensing of proprietary software or data developed solely at private expense will not normally be required except as specifically negotiated in a particular agreement to satisfy DOE's own needs or to insure the commercialization of technology developed under a DOE agreement.

Special Protected Data Statutes. This program is covered by a special protected data statute. The provisions of the statute provide for the protection from public disclosure, for a period of up to 5 years from the development of the information, of data that would be trade secret, or commercial or financial information that is privileged or confidential, if the information had been obtained from a non-Federal party. Generally, the provision entitled, Rights in Data – Programs Covered Under Special Protected Data Statutes, (10 CFR 600 Appendix A to Subpart D), would apply to an award made under this announcement. This provision will identify data or categories of data first produced in the performance of the award that will be made available to the public, notwithstanding the statutory authority to withhold data from public dissemination, and will also identify data that will be recognized by the parties as protected data.

G. NOTICE OF RIGHT TO REQUEST PATENT WAIVER.

Applicants may request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of an agreement as a result of this announcement, in advance of or within 30 days after the effective date of the award. Even if such advance waiver is not requested or the request is denied, the recipient will have a continuing right under the award to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the award. Any patent waiver that may be granted is subject to certain terms and conditions in 10 CFR 784.

Domestic small businesses and domestic nonprofit organizations will receive the patent rights clause at 37 CFR 401.14, i.e., the implementation of the Bayh-Dole Act. This clause permits domestic small business and domestic nonprofit organizations to retain title to subject inventions. Therefore, small businesses and nonprofit organizations do not need to request a waiver.

H. NOTICE REGARDING ELIGIBLE/INELIGIBLE ACTIVITIES.

Eligible activities under this program include those which describe and promote the understanding of scientific and technical aspects of specific energy technologies, but not those which encourage or support political activities such as the collection and dissemination of information related to potential, planned or pending legislation.

I. NOTICE OF RIGHT TO CONDUCT A REVIEW OF FINANCIAL CAPABILITY.

DOE reserves the right to conduct an independent third party review of financial capability for applicants that are selected for negotiation of award (including personal credit information of principal(s) of a small business if there is insufficient information to determine financial capability of the organization).

J. NOTICE OF POTENTIAL DISCLOSURE UNDER FREEDOM OF INFORMATION ACT

Applicants should be advised that identifying information regarding all applicants, including applicant names and/or points of contact, may be subject to public disclosure under the Freedom of Information Act, whether or not such applicants are selected for negotiation of award.

K. SITE ACCESS

Site access will not be allowed during award selection and negotiations. Site access will only be allowed when the award is finalized and DOE has received all countersigned award documents.

1. Insurance Requirements.

A. The successful applicant shall, at its own expense, provide and maintain insurance coverage during the entire project period of this Agreement. In accordance with individual laboratory site policy, the successful applicant will be notified of specific insurance coverage requirements and minimum amounts at time of selection.

B. Before commencing work at a laboratory site, the successful applicant shall provide written certification of insurance coverage in accordance with site-specific requirements to the DOE Contracting Officer. The successful applicant shall insert applicable insurance requirements provisions in all subcontracts for work on the laboratory site.

2. Site Safety Procedures.

The successful applicant will be subject to all Environmental Safety and Health policies, procedures, and regulations as required at each laboratory site. The successful applicant shall attend laboratory site orientation programs in accordance with laboratory site policy.

3. Foreign National Access.

Foreign Nationals requiring site access are subject to all security policies, procedures and regulations as required at each hosting laboratory site.

4. EIR Site Access Restriction.

The EIR will not have access to Laboratory sites or technologies until the cooperative agreement pertaining to the Laboratory has been executed by all parties.

REFERENCE MATERIAL

Appendix A – Definitions

“**Amendment**” means a revision to a solicitation.

"**Applicant**" means the legal entity or individual signing the Application. This entity or individual may be one organization or a single entity representing a group of organizations (such as a Consortium) that has chosen to submit a single Application in response to a solicitation.

"**Application**" means the documentation submitted in response to a solicitation. NOTE: Application is referred to as Proposal in IIPS.

“**Authorized Organization Representative (AOR)**” is the person with assigned privileges who is authorized to submit grant applications through Grants.gov on behalf of an organization. The privileges are assigned by the organization’s E-Business Point of Contact designated in the CCR.

"**Award**" means the written documentation executed by a DOE Contracting Officer, after an Applicant is selected, which contains the negotiated terms and conditions for providing Financial Assistance to the Applicant. A Financial Assistance Award may be either a Grant or a Cooperative Agreement.

"**Budget**" means the cost expenditure plan submitted in the Application, including both the DOE contribution and the Applicant Cost Share.

"**Consortium (plural consortia)**" means the group of organizations or individuals that have chosen to submit a single Application in response to a solicitation.

"**Contracting Officer**" means the DOE official authorized to execute Awards on behalf of DOE and who is responsible for the business management and non-program aspects of the Financial Assistance process.

"**Cooperative Agreement**" means a Financial Assistance instrument used by DOE to transfer money or property when the principal purpose of the transaction is to accomplish a public purpose of support or stimulation authorized by Federal statute, and Substantial Involvement (see definition below) is anticipated between DOE and the Applicant during the performance of the contemplated activity.

"**Cost Sharing**" means the respective share of Total Project Costs to be contributed by the Applicant and by DOE. The percentage of Applicant Cost Share is to be applied to the Total Project Cost (i.e., the sum of Applicant plus DOE Cost Shares) rather than to the DOE contribution alone.

“**Central Contractor Registry (CCR)**” is the primary database which collects, validates, stores and disseminates data in support of agency missions. Funding Opportunity Announcements which require application submission through Grants.gov require that the organization first be registered in the CCR at <http://www.grants.gov/CCRRegister>.

“**Credential Provider**” is an organization that validates the electronic identity of an individual through electronic credentials, PINS, and passwords for Grants.gov. Funding Opportunity Announcements which require application submission through Grants.gov require that the

individual applying on behalf of an organization first be registered with the Credential Provider at <https://apply.grants.gov/OrcRegister>.

“Data Universal Numbering System (DUNS) Number” is a unique nine-character identification number issued by Dun and Bradstreet (D&B). Organizations must have a DUNS number prior to registering in the CCR. Call 1-866-705-5711 to receive one free of charge. http://www.grants.gov/applicants/request_duns_number.jsp

“E-Business Point of Contact (POC)” is the individual who is designated as the Electronic Business Point of Contact in the CCR registration. This person is the sole authority of the organization with the capability of designating or revoking an individual’s ability to submit grant applications on behalf of their organization through Grants.gov.

“E-Find” is a Grants.gov webpage where you can search for Federal Funding Opportunities in FedGrants. <http://www.grants.gov/search/searchHome.do>

“Financial Assistance” means the transfer of money or property to an Applicant or Participant to accomplish a public purpose of support authorized by Federal statute through Grants or Cooperative Agreements and sub-awards. For DOE, it does not include direct loans, loan guarantees, price guarantees, purchase agreements, Cooperative Research and Development Agreements (CRADAs), or any other type of financial incentive instrument.

“Federally Funded Research and Development Center (FFRDC)” means a research laboratory as defined by Federal Acquisition Regulation 35.017.

“Funding Opportunity Announcement (FOA)” is a publicly available document by which a Federal agency makes known its intentions to award discretionary grants or cooperative agreements, usually as a result of competition for funds. Funding opportunity announcements may be known as program announcements, notices of funding availability, solicitations, or other names depending on the agency and type of program.

“Grant” means a Financial Assistance instrument used by DOE to transfer money or property when the principal purpose of the transaction is to accomplish a public purpose of support or stimulation authorized by Federal statute, and no Substantial Involvement is anticipated between DOE and the Applicant during the performance of the contemplated activity.

“Grants.gov” is the “storefront” web portal which allows organizations to electronically find and apply for competitive grant opportunities from all Federal grant-making agencies. Grants.gov is THE single access point for over 900 grant programs offered by the 26 Federal grant-making agencies. <http://www.grants.gov>

“Industry Interactive Procurement System (IIPS)” is DOE’s Internet-based procurement system which allows access to DOE’s business opportunities database, allows user registration and submittal of Applications: <http://e-center.doe.gov/>.

“Key Personnel” means the individuals who will have significant roles in planning and implementing the proposed Project on the part of the Applicant and Participants, including FFRDCs.

“Marketing Partner Identification Number (MPIN)” is a very important password designated by your organization when registering in CCR. The E-Business Point of Contact will need the MPIN

to login to Grants.gov to assign privileges to the individual(s) authorized to submit applications on behalf of your organization. The MPIN must have 9 digits containing at least one alpha character (must be in capital letters) and one number (no spaces or special characters permitted).

"Participant" for purposes of this Solicitation only, means any entity, except the Applicant substantially involved in a Consortium, or other business arrangement (including all parties to the Application at any tier), responding to the Solicitation.

"Project" means the set of activities described in an Application, State plan, or other document that is approved by DOE for Financial Assistance (whether such Financial Assistance represents all or only a portion of the support necessary to carry out those activities).

"Proposal" is the term used in IIPS meaning the documentation submitted in response to a solicitation. Also see Application.

"Recipient" means the organization, individual, or other entity that receives a Financial Assistance Award from DOE, is financially accountable for the use of any DOE funds or property provided for the performance of the Project, and is legally responsible for carrying out the terms and condition of the award.

"Selection" means the determination by the DOE Selection Official that negotiations take place for certain Projects with the intent of awarding a Financial Assistance instrument.

"Selection Official" means the DOE official designated to select Applications for negotiation toward Award under a subject solicitation.

"Substantial Involvement" means involvement on the part of the Government. DOE's involvement may include shared responsibility for the performance of the Project; providing technical assistance or guidance which the Applicant is to follow; and the right to intervene in the conduct or performance of the Project. Such involvement will be negotiated with each Applicant prior to signing any agreement.

"Total Project Cost" means all the funds to complete the effort proposed by the Applicant, including DOE funds (including direct funding of any FFRDC) plus all other funds that will be committed by the Applicant as Cost Sharing.

Appendix B – Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 200_, by and among _____, a [VC FIRM, INSERT TYPE OF BUSINESS _____], having its principal place of business at _____, and [INSERT NAME OF EIR AND RELATIONSHIP TO VC FIRM], (collectively the “Recipients”)and [INSERT NAME OF LABORATORY], “Lab.”

WHEREAS, the parties wish to enter into discussions concerning certain Lab technologies in connection with DOE Award No. [INSERT AWARD NUMBER FOR EIR AWARD] (“Award”); and

WHEREAS, in the course of such discussions it may be necessary for the Lab to disclose to the Recipients certain information or samples of materials relating to certain Lab technologies that are proprietary in nature (such information and materials, and any derivatives thereof, the “Business Proprietary Information”).

NOW, THEREFORE, the parties hereby agree as follows:

1. "Business Proprietary Information" means information that is protected from public disclosure pursuant to the Laboratory's M&O Contract, and applicable laws and regulations.
2. The Recipient shall only use the Business Proprietary Information for purposes directly related to the Award, and shall not use the Business Proprietary Information for any other purposes.
3. The Lab has the right to restrict access to its Business Proprietary Information, and Recipient shall not directly or indirectly disclose or distribute such Business Proprietary Information to any third party (except as provided in paragraphs 3 and 4 below).
4. The Recipient shall take all reasonably practicable steps to ensure that any Business Proprietary Information shall be used only by the Recipient's general partners, members of the general partners, employees, affiliates (including, without limitation, affiliated venture capital funds), consultants or agents who have a need to know and are instructed by the Recipient to observe the non-use and confidentiality restrictions of this Agreement as if they were parties hereto.
5. The above provisions of non-use and confidentiality shall not apply to any Business Proprietary Information which (a) was in the possession of the Recipient or the affiliates prior to receipt from the Lab; (b) was in the public domain at the time of receipt, or became a part of the

public domain through no fault of the Recipient; (c) is disclosed to the Recipient or its affiliates by a third party lawfully entitled to make such disclosure; (d) was independently developed by the Recipient or its affiliates; or (e) is required by law or government regulation to be disclosed, provided that the Recipient provides prior written notice of such disclosure to the National Laboratory and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

6. No provision of the Agreement shall be construed as an obligation of either party to enter into an agreement with the Lab for any products, technology or services, or as a grant of license or ownership rights to the Business Proprietary Information or any invention, discovery or improvement made using such Business Proprietary Information.

7. The Recipient will upon written request from the Lab promptly return all copies of any documents, samples or other physical embodiments of the Business Proprietary Information to the Lab.

8. Notwithstanding anything in this Agreement, nothing contained herein shall prevent Recipient, its affiliates or any permitted disclosee from entering into any business arrangement, entering into any agreement with a third party, engaging in investment discussions with, or investing in any other entity or business venture (whether or not competitive with the Lab), *provided* in each such case that Recipient, its affiliates and each permitted disclosee does not, except as permitted in accordance with this agreement, disclose any Business Proprietary Information of the National Laboratory to any third party in connection with such activities.

9. The Recipient shall adhere to U.S. Export Administration Laws and Regulations and shall not export or re-export any Business Proprietary Information, any technical data, items or products arising from the Business Proprietary Information received from the Lab to any country or person unless properly authorized by the U.S. Government.

10. This Agreement shall be governed and interpreted in accordance with the laws of [INSERT STATE WHERE LAB IS LOCATED] without regard to its body of law controlling conflict of laws.

11. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified, supplemented or restricted except by an agreement in writing signed by the parties hereto.

12. This Agreement and the obligations of confidentiality and non-use herein shall expire after a period of one (1) year after expiration of the Award.

By: _____

By: _____

Name:

Name:

Appendix C – Standard Licensing Agreement

EXCLUSIVE COMMERCIAL PATENT LICENSE AGREEMENT

This Exclusive Commercial Patent License Agreement is between [NAME OF LAB CONTRACTOR, ENTITY DESCRIPTION AND PLACE OF BUSINESS] (“Licensor”), and _____, a _____ (list state) (list type of organization, e.g., Corporation, LLC, Partnership, etc.) _____ (“Licensee”), hereinafter referred to singly as the “Party” or jointly as the “Parties.”

ARTICLE 1

BACKGROUND

- 1.1 Licensor manages and operates the _____ National Laboratory under its Prime Contract No. _____ with the United States Department of Energy (“DOE”), an agency of the United States Government.
- 1.2 Licensor has rights in certain patents and patent applications listed in Article 2.
- 1.3 Licensee desires, and Licensor is willing to grant, an exclusive license under such patents and patent applications in certain fields of use.
- 1.4 This Agreement specifically includes Appendix C.1, Business Plan and Appendix C.2, Sample Reporting Form.
- 1.5 Except as provided in Article 13, the license will run through the Term of this Agreement.

ARTICLE 2

DEFINITIONS

- 2.1 "Exclusive" means that, subject to Article 4, Licensor will not grant further licenses under the Licensed Patents in the Licensed Field of Use in the Licensed Territory.
- 2.2 "Fully Diluted Basis" means the total number of shares of Licensee's issued and outstanding common stock, assuming:
 - (A) the conversion of all issued and outstanding securities convertible into common stock;
 - (B) the exercise of all issued and outstanding warrants or options, regardless of whether then exercisable; and
 - (C) the issuance, grant, and exercise of all securities reserved for issuance pursuant to any Licensee stock or stock option plan then in effect.

2.3 "Licensed Field of Use" means

2.4 "Licensed Patent" means Licensor's U.S. issued patent or Patent Application, Serial Number _____, filed _____ or issued _____, any foreign patent application corresponding thereto, and any divisional, continuation, or reexamination application, and each patent that issues or reissues from any of these patent applications. Any claim of an unexpired Licensed Patent is presumed to be valid unless it has been held to be invalid by a final judgment of a court of competent jurisdiction from which no appeal can be or is taken. "Licensed Patent" excludes any continuation-in-part (CIP) patent application or patent.

2.5 "Licensed Product" means a product or part of a product in the Licensed Field of Use:

(A) the making, using, importing or selling of which, absent this license, infringes, induces infringement, or contributes to infringement of a Licensed Patent; or

(B) which is made with, uses or incorporates any Licensed Patent.

2.6 "Net Sales" means all gross revenue derived through Licensee or sublicensees from Licensed Product. Net Sales excludes the following items (but only as they pertain to the making, using, importing or selling of Licensed Products, are included in gross revenue, and are separately billed):

(A) import, export, excise and sales taxes, and custom duties;

(B) costs of insurance, packing, and transportation from the place of manufacture to the customer's premises or point of installation;

(C) costs of installation at the place of use; and

(D) credit for returns, allowances, or trades.

2.7 "Effective Date" means the date of the signature of the last Party to sign this Agreement.

2.8 "Government's License Rights" means the Government's nonexclusive, nontransferable, irrevocable, paid-up license to practice or to have practiced for or on behalf of the United States the Licensed Patents throughout the world, pursuant to 35 USC 202(c)(4).

2.9 "Gross Sales" means the U.S. Dollar value of all consideration to which Licensee is entitled for the Disposition of Licensed Products. In the event Licensee does not ultimately Dispose of Licensed Products, the fair market value of such Licensed Products (as if there had been a Disposition to a third party) shall be included in revenue.

2.10 "Royalty" and "Royalties" mean the payments owed to Licensor based on Net Sales as specified in Article 6.

2.11 "Term" means the period of time starting on the Effective Date and continuing until expiration of the last to expire Licensed Patents.

2.12 "Dispose" or "Disposition" means the sale, lease or other transfer of Licensed Products.

2.13 "Licensed Territory" means [INSERT GEOGRAPHICAL RESTRICTIONS HERE].

ARTICLE 3

GRANT

3.1 **Grant.** Subject to the terms and conditions of this Agreement, Licensors grants Licensee a license under the Licensed Patent in the Licensed Field of Use to make, have made, use, import, offer to sell and sell Licensed Product in the Licensed Territory.

3.2 **Exclusivity.** The license is Exclusive, including the right to sublicense under Article 4, in the Licensed Field of Use beginning on (insert date) and ending on the earlier of:

(A) [INSERT DATE BASED ON NUMBER OF YEARS FROM EFFECTIVE DATE]; or

(B) the _____ anniversary of the date of first sale of any Licensed Product by Licensee or a sublicensee. Licensee agrees to promptly inform Licensors in writing of this first sale.

3.3 **Nonexclusivity.** After the Exclusive term, the license will be nonexclusive until the last Licensed Patent expires.

3.4 **Retained Rights.** Licensors retains the right, on behalf of itself and all other non-profit academic research institutions, to practice the Licensed Patent for any non-profit purpose, including sponsored research and collaborations. Licensee agrees that, notwithstanding any other provision of this Agreement, it has no right to enforce the Licensed Patent against any such institution. Licensors and any such other institution has the right to publish any information included in the Licensed Patent for the uses authorized in this Section 3.4.

3.5 **Specific Exclusion.** Licensors does not:

(A) grant to Licensee any other licenses, implied or otherwise, to any patents or other rights of Licensors other than those rights granted under Licensed Patent, regardless of whether the patents or other rights are dominant or subordinate to any Licensed Patent, or are required to exploit any Licensed Patent;

(B) commit to Licensee to bring suit against third parties for infringement, except as described in Article 12; and

(C) agree to furnish to Licensee any other technology or technological information or to provide Licensee with any assistance.

3.6 **Government License Rights.** Licensee's exclusive commercial license is subject to, and shall in no way restrict, the Government's License Rights.

3.7 **March-in Rights.** Licensee's exclusive license is subject to, and shall in no way restrict, the march-in rights of the Government pursuant to 35 USC 203.

3.8 **U.S. Manufacturing.** Licensee agrees that any Licensed Products for use or sale in the United States shall be substantially manufactured in the United States, pursuant to 35 USC 204. To the extent Licensee has the right to grant sublicenses, it shall include this U.S. manufacture requirement in all sublicenses that Licensee grants.

3.9 **Limitation on Assignment.** The rights and licenses granted by Licensors in this Agreement are personal to Licensee and may not be assigned or otherwise transferred in whole or in part, except as provided in Articles 4 and 14.

3.10 **Pledging of License Rights.** Licensee shall not pledge its rights under this Agreement for any reason, including as security to obtain financing, without the prior written approval of Licensor. The Parties agree that any such pledge by Licensee without such approval by Licensor shall be an automatic, material and incurable breach of the Agreement resulting in termination of the Agreement effective as of the attempt by Licensee to make such pledge.

ARTICLE 4

SUBLICENSING

4.1 **Permitted Sublicensing.** All sublicenses must be in accordance with the terms of this Agreement. Licensee may grant sublicenses in the Licensed Field of Use only during the Exclusive term and only if Licensee is developing or selling Licensed Products. All sublicenses must be approved in writing by Licensor in advance of execution by Licensee. Such approval will not be unreasonably withheld by Licensor.

4.2 **Required Sublicensing.** If Licensee is unable or unwilling to serve or develop a potential market or market territory for which there is a company willing to be a sublicensee, Licensee will, at Licensor's request, negotiate in good faith a sublicense with any such company.

4.3 **Sublicense Requirements.** Any sublicense:

- (A) is subject to this Agreement;
- (B) will reflect that any sublicensee will not further sublicense and does not have the right to enforce any Licensed Patent;
- (C) will expressly include the provisions of Sections 3.6, 3.7, and 3.8; and Articles 7, 8, 9, and 10 for the benefit of Licensor; and
- (D) will require the transfer of all obligations, including the payment of royalties specified in the sublicense, to Licensor or its designee, if this Agreement is terminated.
- (E) will only enter into sublicenses that are not transferable by sublicensees.

4.4 **Copy of Sublicenses.** Licensee shall provide a copy of each sublicense to Licensor within thirty (30) days of the execution of each sublicense.

4.5 **Sharing of Sublicensing Income.** Licensee will retain half of license issue royalties, and half of earned royalty income received by Licensee from a sublicensee in excess of that which is payable to Licensor under Article 6. Licensee will pay the remainder of sublicensee income to Licensor as additional royalty.

4.6 **Royalty-Free Sublicenses.** If Licensee pays all royalties due Licensor from a sublicensee's Net Sales, Licensee may grant that sublicensee a royalty-free or non-cash:

- (A) sublicense or
- (B) cross-license.

4.7 **Assignment upon Termination.** Effective on the date of termination of this Agreement, for any reason, prior to the end of the Term, Licensee hereby assigns to Licensor each approved sublicense that is in effect on the date of termination, including the right to receive all income, if any, from sublicensees. Licensee shall include notification of this provision in all sublicenses.

4.8 **Enforcing of Sublicenses.** Subject to Article 12, Licensee must enforce all sublicenses at its cost. The Licensee shall be responsible for the acts or omissions of its sublicensees. Each sublicense granted by the Licensee shall include an audit right by Licensor of the same scope as provided in Article 7 with respect to the Licensee and shall include Licensor's right to enforce the Licensed Patents. No sublicense agreement shall contain any provision which would cause the grant to extend beyond the Term of this Agreement.

4.9 **Record-keeping.** Licensee shall require sublicensees (a) to keep records and submit reports to Licensee of the same type and at the same time as required in Article 7, and (b) to submit to Licensor at the same time Licensee is required to submit a written report under Article 7, a report of all uses and dispositions and the amount of payments made to Licensee in connection with such use.

ARTICLE 5

DILIGENCE

5.1 **Milestones.** Because the invention is not yet commercially viable as of the Effective Date, Licensee will diligently develop, manufacture, and sell Licensed Product and will diligently develop markets for Licensed Product. In addition, Licensee will meet the milestones shown in Appendix C.1, and notify Licensor in writing as each milestone is met.

5.2 **Progress Report.** By March 1 of each year, Licensee will submit a written annual report certified by an officer of Licensee to Licensor covering the preceding calendar year. The report will include information sufficient to enable Licensor to satisfy reporting requirements of the U.S. Government and for Licensor to ascertain progress by Licensee toward meeting this Agreement's diligence requirements. Each report will describe, where relevant: Licensee's progress toward commercialization of Licensed Product, including work completed, key scientific discoveries, summary of work-in-progress, current schedule of anticipated events or milestones, market plans for introduction of Licensed Product, and significant corporate transactions involving Licensed Product.

5.3 **Nature of Reports.** Each report submitted to Licensor by Licensee shall contain a certification representing that the information contained in the report is accurate and that the report does not contain an untrue statement of a material fact, does not omit a material fact, and that the report is not misleading in light of the circumstances under which it was made.

ARTICLE 6

ROYALTIES

6.1 **Issue Royalty.** Licensee will pay to Licensor a noncreditable, nonrefundable license issue royalty of \$_____ upon signing this Agreement.

6.2 **Equity Interest.** As further consideration, Licensee will grant to Licensor _____ shares of (common or preferred) stock in Licensee. When issued, those shares will represent ___ % of the (common or preferred) stock in Licensee on a Fully Diluted Basis. Licensee agrees to provide Licensor with the capitalization table upon which the above calculation is made.

6.3 Anti-Dilution Protection. Licensee will issue Licensor, without further consideration, any additional shares of stock of the class issued pursuant to Section 6.2 necessary to ensure that the number of shares issued Licensor pursuant to Section 6.2 and this Section 6.3 does not represent less than ___ % of the shares issued and outstanding on a Fully-Diluted Basis at any time through the completion of issuance of all shares to be issued in connection with the first round of bona fide equity investment in Licensee from a single or group of investors which is both (i) at least \$X,000,000 in size and (ii) at a price per share which, when applied to stock actually outstanding immediately after such round, implies a post-financing equity valuation of Licensee of at least \$Y,000,000. This right will expire upon the issuance of all shares to be issued in connection with such round, but will apply to all shares to be issued in or in connection with such round.

6.4 License Maintenance Fee. Beginning _____ and each _____ thereafter, Licensee will pay Licensor a yearly license maintenance fee of \$_____. Yearly maintenance payments are nonrefundable, but they are creditable each year as described in Section 6.8.

6.5 Milestone Payments. Licensee will pay Licensor the following milestone payments:

6.6 Earned Royalty. Licensee will pay Licensor earned royalties on Net Sales as follows:

6.7 Creditable Payments. The license maintenance fee for a year may be offset against earned royalty payments due on Net Sales occurring in that year.

For example:

(A) if Licensee pays Licensor a \$10 maintenance payment for year Y, and according to Section 7.10 \$15 in earned royalties are due Licensor for Net Sales in year Y, Licensee will only need to pay Licensor an additional \$5 for that year's earned royalties.

(B) if Licensee pays Licensor a \$10 maintenance payment for year Y, and according to Section 6.6 \$3 in earned royalties are due Licensor for Net Sales in year Y, Licensee will not need to pay Licensor any earned royalty payment for that year. Licensee will not be able to offset the remaining \$7 against a future year's earned royalties.

6.8 Obligation to Pay Royalties. A royalty is due Licensor under this Agreement for any activity conducted under the licenses granted. For convenience's sake, the amount of that royalty is calculated using Net Sales. Nonetheless, if certain Licensed Products are made, used, imported, or offered for sale before the date this Agreement terminates, and those Licensed Products are sold after the termination date, Licensee will pay Licensor an earned royalty for its exercise of rights based on the Net Sales of those Licensed Products.

6.9 Currency. Licensee will calculate the royalty on sales in currencies other than U.S. Dollars using the appropriate foreign exchange rate for the currency quoted by the Bank of America (San Francisco) foreign exchange desk, on the close of business on the last banking day of each calendar quarter. Licensee will make royalty payments to Licensor in U.S. Dollars.

6.10 Non-U.S. Taxes. Licensee will pay all non-U.S. taxes related to royalty payments. These payments are not deductible from any payments due to Licensor.

6.11 Interest. Any payments not made when due will bear interest at the lower of (a) the Prime Rate published in the Wall Street Journal plus 200 basis points or (b) the maximum rate permitted by law.

ARTICLE 7

ROYALTY REPORTS, PAYMENTS, AND ACCOUNTING

7.1 Quarterly Earned Royalty Payment and Report. Beginning with the first sale of a Licensed Product, Licensee will submit to Licensor a written report (even if there are no sales) and an earned royalty payment within 30 days after the end of each calendar quarter. This report will be in the form of Appendix C.2 and will state the number, description, and aggregate Net Sales of Licensed Product during the completed calendar quarter. With each report Licensee will include any earned royalty payment due Licensor for the completed calendar quarter (as calculated under Section 6.6).

7.2 Termination Report. Licensee will pay to Licensor all applicable royalties and submit to Licensor a written report within 90 days after the license terminates. Licensee will continue to submit earned royalty payments and reports to Licensor after the license terminates, until all Licensed Products made or imported under the license have been sold.

7.3 Accounting. Licensee will maintain records showing manufacture, importation, sale, and use of a Licensed Product for 7 years from the date of sale of that Licensed Product. Records will include general-ledger records showing cash receipts and expenses, and records that include: production records, customers, invoices, serial numbers, and related information in sufficient detail to enable Licensor to determine the royalties payable under this Agreement.

7.4 Audit by Licensor. Licensee agrees to (a) keep adequate and sufficiently detailed records to enable Licensor to determine whether Licensee is meeting its financial obligations under this Agreement; and (b) provide such records for inspection and copying by [INSERT NAME OF M&O CONTRACTOR]'s representatives within two business days of [INSERT NAME OF M&O CONTRACTOR]'s request for such records. Licensee agrees that it shall also provide Licensor with any additional records that Licensor reasonably determines are necessary to verify any records that Licensee is required to generate or maintain under this Agreement.

7.5 Paying for Audit. Licensor will pay for any audit done under Section 7.4. But if the audit reveals an underreporting of earned royalties due Licensor of 5% or more for the period being audited, Licensee will pay the audit costs.

7.6 Self-audit. Licensee will conduct an independent audit of sales and royalties at least every 2 years if annual sales of Licensed Product are over \$5,000,000. The audit will address, at a minimum, the amount of gross sales by or on behalf of Licensee during the audit period, the amount of funds owed to Licensor under this Agreement, and whether the amount owed has been paid to Licensor and is reflected in the records of the Licensee. Licensee will submit the auditor's report promptly to Licensor upon completion. Licensee will pay for the entire cost of the audit.

ARTICLE 8

EXCLUSIONS AND NEGATION OF WARRANTIES

8.1 Negation of Warranties. Licensor provides Licensee the rights granted in this Agreement AS IS and WITH ALL FAULTS. Licensor makes no representations and extends no warranties of any kind, either express or implied. Among other things, Licensor disclaims any express or implied warranty:

(A) of merchantability, of fitness for a particular purpose,

- (B) of non-infringement or
- (C) arising out of any course of dealing.
- (D) that any Licensed Patents will not result in injury or damage when used for any purpose.

8.2 No Representation of Licensed Patent. Licensee also acknowledges that Licensor does not represent or warrant:

- (A) the validity or scope of any Licensed Patent, or
- (B) that the exploitation of Licensed Patent will be successful.

ARTICLE 9

INDEMNITY

9.1 Indemnification. Licensee will indemnify, hold harmless, and defend Licensor, DOE, their respective members, officers, directors, agents, employees, and persons acting on their behalf, against any claim of any kind arising out of or related to the exercise of any rights granted Licensee under this Agreement or the breach of this Agreement by Licensee.

9.2 No Indirect Liability. Licensor is not liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or related to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

9.3 Workers' Compensation. Licensee will comply with all statutory workers' compensation and employers' liability requirements for activities performed under this Agreement.

9.4 [IF AN M&O CONTRACTOR REQUIRES THE LICENSEE TO MAINTAIN LIABILITY INSURANCE, THOSE PROVISIONS MAY BE ADDED HERE]

ARTICLE 10

EXPORT

10.1 Export Warranty. Licensee warrants that Licensee will not export or reexport the following, directly or indirectly, to any country, individual or entity except when such export or reexport is authorized in full compliance with the laws and regulations of the United States of America, as applicable:

- (A) the Licensed Patent, or any portion thereof, or
- (B) any foreign produced direct product (including equipment, processes or services) of the licensed technology or software; or
- (C) any foreign produced direct product of a plant or major component of a plant if the direct product of the licensed technology is the plant itself or a major component of the plant.

Applicable laws and regulations may include, but are not limited to, the Export Administration Regulations, the International Traffic in Arms Regulations and the various economic sanctions regulations administered by the U.S Department of the Treasury.

10.2 **Export Indemnification.** Licensee shall indemnify, defend and hold harmless Licensor, DOE, their respective members, officers, directors, agents, employees, and persons acting on their behalf, from liability involving the violation of such export regulations, either directly or indirectly, by Licensee.

10.3 **Export Liability.** Licensee acknowledges it may be subject to criminal liability under U.S. laws for Licensee's failure to obtain any required export license.

ARTICLE 11

MARKING

Licensee shall mark all Licensed Products in accordance with the statutes of the United States relating to marking of patented articles, see 35 U.S.C. § 287. To the extent Licensee has the right to grant sublicenses, it shall include this marking requirement in all sublicenses that Licensee grants. Any such marking may indicate that Licensee has a license from Licensor. Otherwise, Licensee is prohibited from using Licensor's name or the name "_____ National Laboratory" in any such marking or any advertising, promotion or commercialization of Licensed Products or Licensed Processes without written approval of Licensor.

ARTICLE 12

PROSECUTION AND PROTECTION OF PATENTS

12.1 **Patent Prosecution.** Licensee shall reimburse Licensor for all (a) verifiable costs and fees related to the filing and prosecution of all Licensed Patents; and (b) maintenance and annuity fees for Licensed Patents. Licensee shall reimburse Licensor within thirty (30) days of submission of the proof of costs incurred by Licensor. In accordance with Article 13, in addition to any other remedies available to Licensor, failure by Licensee to reimburse Licensor for said costs may result in Licensor's termination of the license.

12.3 **Infringement Procedure.** Licensee will promptly notify Licensor if it believes a third party infringes a Licensed Patent. During the Exclusive term of this Agreement only, Licensee may have the right to institute a suit against this third party as provided in Sections 12.4 – 12.8.

12.4 **Licensor Suit.** Licensor has the first right to institute suit, and may name Licensee as a party for standing purposes. If Licensor decides to institute suit, it will notify Licensee in writing. If Licensee does not notify Licensor in writing that it desires to jointly prosecute the suit within 15 days after the date of the notice, Licensee will assign and hereby does assign to Licensor all rights, causes of action, and damages resulting from the alleged infringement. Licensor will bear the entire cost of the litigation and will retain the entire amount of any recovery or settlement.

12.5 **Joint Suit.** If Licensor and Licensee so agree, they may institute suit jointly. If so, they will:

- (A) prosecute the suit in both their names;
- (B) bear the out-of-pocket costs equally;

- (C) share any recovery or settlement equally; and
- (D) agree how they will exercise control over the action.

12.6 Licensee Suit. If neither Section 12.4 nor 12.5 apply, Licensee may institute and prosecute a suit so long as it conforms with the requirements of this Section. Licensee will diligently pursue the suit and Licensee will bear the entire cost of the litigation, including expenses and counsel fees incurred by Licensor. Licensee will keep Licensor reasonably apprised of all developments in the suit, and will seek Licensor's input and approval on any substantive submissions or positions taken in the litigation regarding the scope, validity and enforceability of the Licensed Patent. Licensee will not prosecute, settle or otherwise compromise any such suit in a manner that adversely affects Licensor's interests without Licensor's prior written consent. Licensor may be named as a party only if

- (A) Licensee's and Licensor's respective counsel recommend that such action is necessary in their reasonable opinion to achieve standing;
- (B) Licensor is not the first named party in the action; and
- (C) the pleadings and any public statements about the action state that Licensee is pursuing the action and that Licensee has the right to join Licensor as a party.

12.7 Recovery. If Licensee sues under Section 12.6, then any recovery in excess of any unrecovered litigation costs and fees will be shared with Licensor as follows:

- (A) any payment for past sales will be deemed Net Sales, and Licensee will pay Licensor royalties at the rates specified in Section 6.6;
- (B) any payment for future sales will be deemed a payment under a sublicense, and royalties will be shared as specified in Article 4.
- (C) Licensee and Licensor will negotiate in good faith appropriate compensation to Licensor for any non-cash settlement or non-cash cross-license.

12.8 Abandonment of Suit. If either Licensor or Licensee commences a suit and then wants to abandon the suit, it will give timely notice to the other party. The other party may continue prosecution of the suit after Licensor and Licensee agree on the sharing of expenses and any recovery in the suit.

12.9 Infringement Claims and Payments Due. Notwithstanding the pendency of any infringement (or other) claim or action by or against Licensee, Licensee shall have no right to reduce, terminate or suspend (or escrow) payment of any amounts required to be paid to Licensor pursuant to this Agreement.

ARTICLE 13

TERMINATION

13.1 Termination by Licensee. Licensee may terminate this Agreement by giving Licensor written notice at least 30 days in advance of the effective date of termination selected by Licensee.

13.2 Termination by Licensor.

- (A) Licensor may also terminate this Agreement if Licensee:

- (1) is delinquent on any report or payment;
- (2) is not diligently developing and commercializing Licensed Product;
- (3) misses a milestone described in Appendix C.1;
- (4) is in breach of any provision;
- (5) provides any false report; or
- (6) if Licensee by its own actions or the action of any of its shareholders or creditors (if applicable), files or has filed against it a case under the Bankruptcy Code of 1978, as previously or hereafter amended.

(B) Termination under this Section 13.2 will take effect 30 days after written notice by Licensor unless Licensee remedies the problem in that 30-day period.

13.3 Surviving Provisions. Surviving any termination or expiration are:

- (A) Licensee's obligation to pay royalties accrued or accruable;
- (B) any claim of Licensee or Licensor, accrued or to accrue, because of any breach or default by the other party; and
- (C) the provisions of Articles 7, 8, and 9, and any other provision that by its nature is intended to survive.

13.4 Rights Under the Law. In addition to termination, in the event of a material breach by Licensee, Licensor may pursue any rights and remedies available to it by law.

13.5 Force Majeure. This Agreement shall not be terminated for any breach that is the result of an act of God, acts or omissions of any government or agency thereof, compliance with rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy or terrorism, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation.

13.6 Termination and Equity Interest. Any termination of this Agreement shall not impact Licensor's ownership interest, if any, in Licensee.

13.7 Cumulative Rights. The rights and remedies granted herein, and any other rights or remedies which the Parties may have, either at law or in equity, are cumulative and not exclusive of others.

ARTICLE 14

ASSIGNMENT

14.1 Permitted Assignment by Licensee. Subject to Section 14.3, Licensee may assign this Agreement as part of a sale, regardless of whether such a sale occurs through an asset sale, stock sale, merger or other combination, or any other transfer of:

- (A) Licensee's entire business; or

(B) that part of Licensee's business that exercises all rights granted under this Agreement.

14.2 Any Other Assignment by Licensee. Any other attempt to assign this Agreement by Licensee is null and void.

14.3 Conditions of Assignment. Prior to any assignment, the following conditions must all be met:

(A) Licensee must give Licensor 30 days prior written notice of the assignment, including the new assignee's contact information. Assignment is subject to Licensor's approval, which shall not be unreasonably withheld. Licensor's decision shall be provided to Licensee within 30 days of Licensee's notice.

(B) the new assignee must agree in writing to Licensor to be bound by this Agreement

(C) Licensor must have received a \$_____ assignment fee.

14.4 After the Assignment. Upon a permitted assignment of this Agreement pursuant to Article 15, Licensee will be released of liability under this Agreement and the term "Licensee" in this Agreement will mean the assignee.

14.5 Assignment by Licensor. Licensor retains the right to assign this Agreement to a successor M&O Contractor pursuant to the terms and conditions of its M&O Contract with the U.S. Department of Energy.

ARTICLE 15

ARBITRATION

15.1 Dispute Resolution by Arbitration. Any dispute between the parties regarding any payments made or due under this Agreement will be settled by arbitration in accordance with the JAMS Arbitration Rules and Procedures. The parties are not obligated to settle any other dispute that may arise under this Agreement by arbitration.

15.2 Request for Arbitration. Either party may request such arbitration. Licensor and Licensee will mutually agree in writing on a third party arbitrator within 30 days of the arbitration request.

15.3 Discovery. The parties will be entitled to discovery as if the arbitration were a civil suit in the [INSERT STATE WHERE LAB IS LOCATED] Superior Court. The arbitrator may limit the scope, time, and issues involved in discovery.

15.4 Place of Arbitration. The arbitration will be held in [INSERT STATE WHERE LAB IS LOCATED] unless the parties mutually agree in writing to another place.

15.5 Judicial Proceeding. Neither Party will be prohibited from resorting to a judicial proceeding if (1) good faith efforts to resolve the dispute have been unsuccessful, or (2) interim relief from a court is necessary to prevent serious injury. To the extent that there is no applicable U.S. Federal law, this license shall be governed by the law of the State of [INSERT STATE WHERE LAB IS LOCATED].

ARTICLE 16

NOTICES

All notices under this Agreement are deemed fully given when written, addressed, and sent as follows:

All general notices to Licensee are mailed to:

All financial invoices to Licensee (i.e., accounting contact) are e-mailed to:

All progress report invoices to Licensee (i.e., technical contact) are e-mailed to:

All general notices to Licensor are e-mailed or mailed to:

All progress reports to Licensor are e-mailed or mailed to:

Either party may change its address with written notice to the other party.

ARTICLE 17

MISCELLANEOUS

17.1 **Waiver.** No term of this Agreement can be waived except by the written consent of the party waiving compliance.

17.2 **Choice of Law.** This Agreement and any dispute arising under it is governed by U.S. Federal law, and to the extent that there is no applicable Federal laws, then the laws of the State of [INSERT STATE WHERE LAB IS LOCATED], United States of America, that are applicable to agreements negotiated, executed, and performed within [INSERT STATE WHERE LAB IS LOCATED].

17.3 **Exclusive Forum.** The state and federal courts having jurisdiction over Licensor, [INSERT STATE WHERE LAB IS LOCATED], United States of America, provide the exclusive forum for any court action between the parties relating to this Agreement. Licensee submits to the jurisdiction of

such courts, and waives any claim that such a court lacks jurisdiction over Licensee or constitutes an inconvenient or improper forum.

17.4 **Headings.** No headings in this Agreement affect its interpretation.

17.5 **Electronic Copy.** The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

The parties execute this Agreement in duplicate originals by their duly authorized officers or representatives.

LICENSOR NAME

Signature _____

Name _____

Title _____

Date _____

[insert full legal name of Licensee here]

Signature _____

Name _____

Title _____

Date _____

Appendix C.1

Review company's business plan to develop milestones that fit the licensing situation. Below are ideas for potential milestones:

Category	Physical Science Inventions
Company viability	<ul style="list-style-type: none"> • Financing • Management team • Manufacturing & operations (build facility or outsource manufacturing) • Relationships with suppliers, customers, strategic partners
Development	Operational prototype Qualification or reliability <ul style="list-style-type: none"> • Telecom: lab trial, field trial
Broad commercialization	Licensed Product available for sale First sale Net Sales (alternative; ramping annual minimums) Multiple customers

1. Licensee has already provided Licensor a preliminary business plan. By _____, Licensee will provide Licensor a detailed document covering Licensee's plans as to projected product development, markets and sales forecasts, manufacturing and operations, and financial forecasts until at least \$X,000,000 ("Business Plan"). Licensor will treat this Business Plan as confidential information and to protect it as Licensor would its own confidential information.
2. By _____, Licensee will have \$X,000,000 of available non-contingent, operating capital to proceed with the exploration and development of Licensed Product. Capital will be from a third party who may or may not be an investor in Licensee and unused capital will be on deposit in a financial institutional acceptable to both Licensor and Licensee.
3. By _____, Licensee will provide to Licensor a listing of the management team or a schedule for the recruitment of key management positions.
4. By _____, Licensee will make a prototype/ begin animal studies.
5. By _____, Licensee will file a Nondisclosure Agreement, if needed.
6. By _____, Licensee will have a first sale of Licensed Product.
7. Licensee or a sublicensee must sell at least 1 Licensed Product every 6 months after the date of first sale of a Licensed Product.
8. By _____, Licensee will reach annual Net Sales of at least \$X,000,000.
9. By _____, Licensee will obtain purchase orders from at least 2 customers.
10. By _____, Licensee will reach annual Net Sales of at least \$XX,000,000.

11. By _____, Licensee will reach annual Net Sales of at least \$XXX,000,000.

Appendix C.2

SAMPLE REPORTING FORM
Licensor Docket No. S -

This report is provided pursuant to the license agreement between Licensor University and (Licensee Name)

License Agreement Effective Date:

Report Covering Period	
Yearly Maintenance Fee	\$
Number of Sublicenses Executed	
Net Sales	\$
Royalty Calculation	
Royalty Subtotal	\$
Credit	\$
Royalty Due	\$

Comments:

Certification of Official of Licensee:

I certify that the information contained in this report is accurate and that this report does not contain an untrue statement of a material fact, does not omit a material fact, and that the report is not misleading in light of the circumstances under which it was made.

Signature_____

Name_____

Title_____

Date_____

Appendix D – Eligibility Certification

Certification Regarding Eligibility

I certify, to the best of my knowledge and belief, that the following statements are true, complete and accurate to the best of my knowledge:

- (1) The applicant has a minimum of \$5,000,000 in funds available for energy efficiency and renewable energy technology investment.
- (2) The applicant possesses an overall current fund size of at least \$50,000,000.

This certification is a material representation of fact upon which reliance will be placed when entering into any transaction made or entered into as a result of this application. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 18, Section 1001).

SIGNATURE

As the duly authorized representative of the applicant, I hereby certify that the applicant complies with the above certifications.

Name of Applicant: _____

Printed Name and Title of

Authorized Representative: _____

SIGNATURE

DATE

Appendix E – Personally Identifiable Information

In responding to this Announcement, Applicants must ensure that Protected Personally Identifiable Information (PII) is not included in the following documents: Project Abstract, Project Narrative, Biographical Sketches, Budget or Budget Justification. These documents will be used by the Merit Review Committee in the review process to evaluate each application. PII is defined by the Office of Management and Budget (OMB) and DOE as:

Any information about an individual maintained by an agency, including but not limited to, education, financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual.

This definition of PII can be further defined as: (1) Public PII and (2) Protected PII.

1. **Public PII:** PII found in public sources such as telephone books, public websites, business cards, university listing, etc. Public PII includes first and last name, address, work telephone number, email address, home telephone number, and general education credentials.
2. **Protected PII:** PII that requires enhanced protection. This information includes data that if compromised could cause harm to an individual such as identity theft.

Listed below are examples of Protected PII that Applicants must not include in the files listed above to be evaluated by the Merit Review Committee.

- Social Security Numbers in any form
- Place of Birth associated with an individual
- Date of Birth associated with an individual
- Mother's maiden name associated with an individual
- Biometric record associated with an individual
- Fingerprint
- Iris scan
- DNA
- Medical history information associated with an individual
- Medical conditions, including history of disease
- Metric information, e.g. weight, height, blood pressure
- Criminal history associated with an individual
- Employment history and other employment information associated with an individual
- Ratings
- Disciplinary actions
- Performance elements and standards (or work expectations) are PII when they are so intertwined with performance appraisals that their disclosure would reveal an individual's performance appraisal
- Financial information associated with an individual
- Credit card numbers
- Bank account numbers

- Security clearance history or related information (not including actual clearances held)

Listed below are examples of Public PII that Applicants may include in the files listed above to be evaluated by the Merit Review Committee:

- Phone numbers (work, home, cell)
- Street addresses (work and personal)
- Email addresses (work and personal)
- Digital pictures
- Birthday cards
- Birthday emails
- Medical information pertaining to work status (i.e. individual A is out sick today)
- Medical information included in a health or safety report
- Employment information that is not PII even when associated with a name
- Resumes, unless they include a Social Security Number
- Present and past position titles and occupational series
- Present and past grades
- Present and past annual salary rates (including performance awards or bonuses, incentive awards, merit pay amount, Meritorious or Distinguished Executive Ranks, and allowances and differentials)
- Present and past duty stations and organization of assignment (includes room and phone numbers, organization designations, work email address, or other identifying information regarding buildings, room numbers, or places of employment)
- Position descriptions, identification of job elements, and those performance standards (but not actual performance appraisals) that the release of which would not interfere with law enforcement programs or severely inhibit agency effectiveness
- Security clearances held
- Written biographies (e.g. to be used in a program describing a speaker)
- Academic credentials
- Schools attended
- Major or area of study
- Personal information stored by individuals about themselves on their assigned workstation or laptop unless it contains a Social Security Number

Appendix F – Cost Share Information

The requirement for cost sharing included in Funding Opportunity Announcements (FOA) issued competitively by the Department of Energy (DOE) is either statutory, programmatic, or both. Certain federal statutes require a minimum cost share requirement, by either type of activities funded or by Program. This is known as statutory cost share. The Program may also, at its discretion, require a greater level of cost share than the statutory minimum, or require cost share when there is no minimum requirement, as it determines appropriate. This is called programmatic cost share.

Research and development (R&D) activities (other than R&D activities related to basic science) require Recipients (those receiving the financial assistance awards from DOE) to cost share at a minimum of 20% of total project costs. Demonstration and Deployment activities require Recipients to cost share at a minimum of 50% of total project costs. These statutory requirements are prescribed in Section 988 of the Environmental Policy Act (EPA) of 2005. Any waiver of this requirement must be approved by the Secretary of Energy.

When responding to a DOE FOA, an Applicant will have the opportunity to ask questions at the DOE IIPS website (<https://e-center.doe.gov/>). Specific questions as to the acceptability and allowability of intended cost share for a proposed project in response to a FOA may be posed at this site during the time period when the FOA is open for questions.

The regulations that govern Federal Financial Assistance for DOE are found at 10 Code of Federal Regulations (CFR) Part 600. Specifically, Section 600.313, “Cost sharing and matching” provides guidance on acceptable contributions toward cost share requirements, as well as guidance on the valuation and documentation of contributions, for “for profit” organizations. Below is a summary of these requirements as contained in the CFR. The full CFR section may be viewed using the following link: (<http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>).

Acceptable contributions, including cash contributions and third party contributions, must be accepted as part of the recipient's cost sharing or matching if such contributions meet all of the following criteria:

- They are verifiable from the recipient's records.
- They are not included as contributions for any other federally-assisted project or program.
- They are necessary and reasonable for proper and efficient accomplishment of project or program objectives.
- They are allowable under 10 CFR 600.317.
- They are not paid by the Federal Government under another award unless authorized by Federal statute to be used for cost sharing or matching.
- They are provided for in the approved budget.
- They conform to other provisions of this part, as applicable.

General examples of allowable cost share are shown below. It is up to the applicant to ensure that the cost share proposed in response to this FOA is allowable under 10 CFR 600.313.

- Cash provided directly by the recipient, or a sub-recipient;

- State or local government funds provided to support the proposed project, which were not provided to the State by the federal Government;
- Employees' salaries included in the budget, if paid by the employer (recipient or sub-recipient), and not reimbursed by the federal funding of the project;
- Rental value of buildings or equipment necessary to the success of the proposed project and the value of which is included in the budget for the project;
- Monetary value of SOPO activities to be performed by a third party which are included in the project budget and will not be reimbursed by federal funds.