23. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or your consent to the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to its inability to pay debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph (a); (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in paragraph a. of this provision, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including (i) change of payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this provision may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

24. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

You are restricted from taking any action using federal funds, which would have an adverse affect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding the project.

Prior to drawing down funds for all categorically excluded actions, the recipient is required to itemize the administrative actions in writing and submit them to the DOE project officer. Note that this conditional NEPA determination is not an indicator of the amount or nature of NEPA review that DOE must complete prior to releasing the NEPA condition for activities other than administrative ones.

Solazyme is in the process of obtaining either an air quality plan approval or air permit exemption from the Pennsylvania Department of Environmental Protection, Bureau of Air Quality. Until this process is complete, Solazyme shall not begin construction or operate the facility.

If DOE has made a final NEPA determination for this award.

Solazyme shall conduct a series of major campaigns through the entire integrated process flow at SzIBR, collect extensive process data, and optimize the process parameters.

H **Optimize fermentation parameters at laboratory scale to support integrated pilot operations at SzIBR:**
Solazyme shall optimize the fermentation performance at laboratory scale in support of operations at SzIBR.

I **Generate concentrated sugars derived from lignocellulosic feedstocks:**
Solazyme shall obtain sugars derived from lignocellulosic feedstocks from subcontractors.

J **Integrated process campaign on cellulosic-derived sugars at manufacturing site:**
Solazyme will conduct at least one integrated campaign at reduced scale on cellulosic-derived sugars, collect extensive process data and test process parameters.

K **Refine algal oil from SzIBR to standard liquid transportation fuels:**
Solazyme will deliver purified algal oil generated in Task G to subcontractors that will refine the oil to standard liquid transportation fuels, including biodiesel and renewable diesel.

L **Project Management BP-2**
Solazyme shall submit financial reports, including standard and Recovery Act status reports, annual reports and updated pro formas, as well as the Interim Final Technical Report, including property disposition and IP reports. Reports will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

M **Complete commissioning of SzIBR**

M.1 **Facilitate Independent Engineers Performance Test**

M.2 **Completion of Commissioning Criteria (DOE Core)**

~~BUDGET PERIOD 3: EXTENDED OPERATION~~

Please delete all references to BP3 Technically, there are only two.

~~N **Extended Operation Period**~~

N.1 **Project Management BP-3**
Solazyme shall submit financial reports, the final pro forma, and the Final Technical Report, including final property disposition and final IP reports. Reports will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

PMC 120.1
(12/09)

U.S. DEPARTMENT OF ENERGY
GOLDEN FIELD OFFICE

FINANCIAL ASSISTANCE COMBINED COST/TECHNICAL EVALUATION AND NEGOTIATION MEMORANDUM

SECTION I - GENERAL INFORMATION

This technical evaluation/negotiation memorandum will be prepared jointly by the assigned DOE/Golden OCPM AND OAFA personnel, to document the specific action being evaluated and supported. Each office is responsible for certain sections of this document. The assigned OCPM and OAFA personnel responsible for the action will both sign this document upon its completion, demonstrating their agreement on its contents.

1. Recipient: Solazyme, Inc.

2. Grant/Cooperative Agreement No.: DE-EE0002877 Modification No. 002
   Requisition No: 10EE006175
   Project Title: Recovery Act: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae

3. Type of Action: ☐ New Award ☐ Renewal ☐ Continuation ☒ Revision

Description of this Action: (NOTE: Indicate what is addressed by this Action only):

The purpose of this action is to re-scope Budget Period 1 of the award for Solazyme, Inc. for the project entitled "Recovery Act: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae." It approves the reallocation of scope to Budget Period 1 from Budget Period 2. It also lifts the conditions on the funds associated with those tasks, such that the total approved budget for Budget Period 1 is now $ EX4 $4,306,723 Federal funds. EX 5 (Deliberative Process)

4. Award type, as determined at Procurement Strategy Meeting (for new awards): ☐ Grant ☒ Cooperative Agreement

If Cooperative Agreement, provide the specifics of the Substantial Involvement. (Note: This language will be used in the Substantial Involvement provision of the award.):

1. Government Insight
   In order to adequately monitor project progress and provide technical direction and/or redirection to the Recipient, DOE must be provided an adequate level of insight into various Recipient activities. Government Insight activities by DOE include attendance at Recipient meetings, reviews and tests, as well as access for DOE's consultants to perform independent evaluations of Recipient's plans and processes. Recipient shall notify the DOE Project Officer of meetings, reviews, and tests in sufficient time to permit DOE participation, and provide all appropriate documentation for DOE review.

2. Specific activities to be conducted by DOE:
   a. Risk Evaluation – DOE will review the Recipient's initial Risk Mitigation Plan (RMP) for quality and completeness. DOE will also monitor updates to the RMP and actions taken by the Recipient during the performance of its award to mitigate risks and improve the probability of successful execution of the integrated Biorefinery project. At DOE's discretion, additional independent risk analyses of the project by DOE consultants may be requested.
   b. Independent Engineering Assessments – DOE will engage a private, independent engineering (IE) firm to assist in assessing the progress of the project and provide timely and accurate reports to DOE. The Recipient will ensure that the IE has access to any and all relevant documentation sufficient to allow the IE to provide independent evaluations to DOE on the progress of the project. Such documentation includes but is not limited to the following:
      - Drawings and specifications
      - Construction and Execution plans
      - Resource loaded schedules
      - Design functions and requirements for the site final design review
      - Risk management plans

3. Total Allowable Adjustment without Concurrence from the Selection Official per the Selection Statement: 10%

Actual Total Adjustment based on Budget Table Above: 0% - Total Budget has not changed other than moving scope from Budget Period 2 to Budget Period 1.

Is the original budget the same as the negotiated budget: ☐ Yes ☒ No

If No, please check all boxes that apply:

☒ Change in the Project Scope: Some engineering, demolition, and equipment purchases have been moved from BP2 to BP1.
☐ Changes due to Time Delays
☐ Math Errors in Budget
☐ Changes in Indirect/Fringe Costs Caused Changes in Direct Costs or Total Project Costs
☐ Indirect/Fringe Rates incorrectly applied
☐ Other (explain)

4. Briefly describe and explain any substantial change(s) to the original Statement of Project Objectives submitted by the recipient:

Project Officer commentary: The Budget Period 1 SOPO has been updated to reflect adding w EX 4 The NEPA review for both Budget Periods has been completed and the project has been categorically excluded from additional NEPA review. The DOE HQ Biomass Program is also aware of the request to move these tasks into BP1 and agrees with the decision to do so.

SECTION III – TECHNICAL EVALUATION SUMMARY

A. For each cost category, the Project Officer and the Specialist will complete his/her Technical Evaluation of the Negotiated Costs to confirm that they are all reasonable, allowable, and allocable. Additional comments should be added as necessary and as indicated below.

1. Personnel:

Total Negotiated Personnel Costs: EX4 | Not Applicable, the recipient did not propose Personnel costs: ☐

Project Officer:
The labor hours proposed in the negotiated budget are reasonable for the scope of work: ☒

The types of labor and labor mix proposed in the negotiated budget is reasonable: ☒

The proposed labor rates are reasonable: ☒

The total personnel hours have been reduced significantly from the original BP1 budget for the following reasons: 1) the revision is based more on actual hours spent on some activities that were originally estimated at the time of submittal for the BP1 budget – estimates were high to accommodate level of familiarity with document preparation and the award process; and 2) much of the engineering, planning, and design work is being performed by subcontractors with Solazyme involvement and oversight. The proposed rates were evaluated with the original BP1 submittal. Relative to the revision, the rates have not changed (other than the Director of Business Development The rates proposed are reasonable and are based on actual salaries. Based on the scope of work proposed in the revision and Solazyme's EX 4 , the positions and corresponding hours proposed are appropriate and reasonable.

Specialist:
Please fill out the following table with the negotiated costs:

Labor Type	Budget Period 1		
	Hours	Rate	Total

REDACTED
EXEMPTION 4

Negotiated labor rates are reasonable: ☒
Please detail the basis for the reasonable determination: The hourly rates were previously approved in Mod 001. These costs are reasonable and necessary for the work being done in Budget Period 1.

2. Fringe Benefits:

Total Negotiated Fringe Benefit Costs: REDACTED EXEMPTION 4 | Not Applicable, the recipient did not propose Fringe Benefit costs: ☐

Specialist:
Does the Recipient have an approved rate agreement: ☐ Yes ☒ No

If No, select one of the following:
☒ Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)
☐ Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination)
List Date of review:
☐ Specialist determined that rate was reasonable
☐ Other: _____

Personnel	Total Cost	Fringe Rate	Cost
Total Personnel			

REDACTED
EXEMPTION 4

The fringe benefit costs in the negotiated budget were appropriately applied and are reasonable: ☒
The fringe benefits have been calculated correctly using the proposed rate. The recipient has an indirect rate agreement, but the fringe benefits are not addressed. These costs are ~~recommended acceptable~~ considered reasonable per internal benchmarks, and recommended acceptable.

3. Travel:

Total Negotiated Travel Costs: _____ | Not Applicable, the recipient did not propose Travel costs: ☐

Project Officer:

The number and type of trips proposed in the negotiated budget are reasonable for the scope of work: ☒

The costs per trip proposed in the negotiated budget are reasonable: ☒

REDACTED
EXEMPTION 4

Is foreign travel included in the negotiated budget: ☐ Yes ☒ No
☒ Specialist concurs.

7. Construction:

Total Negotiated Construction Costs:	Not Applicable, the recipient did not propose Construction costs: ☒
Project Officer No construction costs were proposed for Budget Period 1. Please note that the final revised SF 424a and PMC 123.1 submitted by Solazyme se are contractual costs and have been moved to the l' budget category on the SF 424a.	
☒ Specialist concurs.	

REDACTED
EXEMPTION 4

8. Other Direct Costs:

Total Negotiated Other Direct Costs:	Not Applicable, the recipient did not propose Other Direct costs: ☒
Project Officer: No other direct costs were proposed for Budget Period 1. Please note that the final revised SF 424a and PMC 123.1 submitted by Solazyme Other Direct Costs' budget category. These are contractual costs and have been moved to the 'Contractual' budget category on the SF 424a.	
☒ Specialist concurs.	

9. Indirect Charges:

REDACTED
EXEMPTION 4

Total Negotiated Indirect Costs:	Not Applicable, the recipient did not propose Indirect Costs: ☐

Specialist:

Does the Recipient have an approved rate agreement: ☒ Yes ☐ No

If Yes, List the Date of Rate Agreement: April 2, 2010
Cite Federal Cognizant Agency: Defense Logistics Agency (DLA)

If No, select one of the following:
☒ Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)
☐ Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination)
List Date of review:
☐ Specialist determined that rate was reasonable
☐ Other: _____

Please fill out the following tables with the negotiated costs:

	Base Item	Base Cost	Rate	Indirect Cost
		REDACTED EXEMPTION 4		
Rate Agreement				

The indirect costs proposed in the negotiated budget were appropriately applied and are reasonable: ☒

REDACTED
EXEMPTION 4

10. Cost Share:

Project Officer:
Project is a: ☒ Research ☒ Development ☐ Demonstration ☐ Other: Pilot Plant

The minimum recipient's cost share required for this award is: REDACTED EXEMPTION 4
The recipient proposed cost share for this award is:
Does the proposed cost share meet the minimum requirement: ☒ Yes ☐ No

Specialist:
Is the proposed cost share: ☒ Cash ☐ In-kind

Organization	Type of Cost Share	Cost Share Amount
Total:		

REDACTED EXEMPTION 4

Third Party cost share commitment letters have been obtained: ☒ (Please include letters in permanent STRIPES file)

changed due to the change in the budget with this modification. These letters were already obtained and included in the previous modification 001.

B. The following Project Officer and Specialist evaluation and negotiation commentary and recommendations address their agreement on all additional considerations for this award.

1. Please list any other special provisions agreed upon for inclusion in this award and describe the rationale for their inclusion below.

Changes to the Terms and Conditions with this modification include: 1) Update the "Cost Sharing" provision; 2) "Revising the Rebudgeting and Recovery of Indirects" provision to include a cap; 3) Update the "Funding of Budget Periods" provision; 4) Update the "NEPA" provision to release NEPA hold for entire project; and 5) Remove the "Reopener Term".

2. If a negotiation strategy, or strategies, is/are specified in the selection statement, provide a discussion below of how this was addressed and resolved.

N/A.

3. Any other comments or concerns of the Project Officer and/or Specialist for this award, and the recommended approach to mitigating them, will be explained and addressed below.

None.

4. Is this a Recovery Act award? ☒ Yes ☐ No

- If Yes, does the Buy American Act apply (see applicability below)? ☒ Yes ☒ No
- If Yes, does Davis Bacon Act apply (see applicability below)? ☒ Yes ☐ No

If the answer to either the Buy American Act or Davis Bacon Act questions is Yes, provide a short discussion below on: 1) the type of entity; 2) what applies; Davis Bacon, Buy American, or both; 3) whether it applies to the prime, subrecipient, or both; and 4) work to be performed that requires applicability of Buy American and/or Davis Bacon.

Solazyme, their subrecipients, contractors, vendors, and other entities involved in this project will comply with Davis Bacon Act requirements where those requirements are applicable for this project. The Davis Bacon Act will apply to Budget Periods 1 and 2.

REDACTED

FOIA EXEMPTION 5

(Deliberative Process)

From: Moody, Julia
Sent: Monday, April 05, 2010 2:33 PM
To: Hames, Molly
Subject: change to Solazyme IP clause set
Attachments: Solazyme EE0002877 CDSB_1003.doc

REDACTED
EXEMPTION 5
(Attorney/Client Privilege)
(Deliberative Process)

Julia Cook Moody
Deputy Chief Counsel
for Intellectual Property
U.S. Department of Energy
Golden Field Office
(303) 275-4867

CDSB-1003
Intellectual Property Provisions (CDSB-1003)
Cooperative Agreement - Special Data Statute
Research, Development, or Demonstration
Domestic Small Businesses

01. FAR 52.227-1	Authorization and Consent (JUL 1995)-Alternate I (APR 1984)
02. FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) *This clause is not applicable if the award is for less than $100,000, in aggregate*
03. 10 CFR 600.325 Appendix A	Rights in Data - Programs Covered Under Special Data Statutes (OCT 2003) *If the contracting officer, in consultation with DOE patent counsel and the DOE program official, determines that delivery of limited rights data or restricted computer software is necessary, Alternates I and II may be inserted into the clause after negotiations with the applicant.*
04. FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)
05. 10 CFR 600.325 Appendix A	Patent Rights (Small Business Firms and Nonprofit Organizations) (OCT 2003)

.

NOTE: In reading these provisions, any reference to “contractor” shall mean “recipient,” and any reference to “contract” or “subcontract” shall mean “award” or “subaward.”

01. FAR 52.227-1 Authorization and Consent (JUL 1995)-Alternate I (APR 1984)

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development expected to exceed the simplified acquisition threshold; however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

02. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

03. 10 CFR 600.325 Appendix A, Rights in Data - Programs Covered Under Special Data Statutes (OCT 2003)

(a) Definitions

Computer Data Bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the computer program to be produced, created or compiled. The term does not include computer data bases.

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

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights data, as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software; including modifications of such computer software.

Protected data, as used in this clause, means technical data or commercial or financial data first produced in the performance of the award which, if it had been obtained from and first produced by a non-federal party, would be a trade secret or commercial or financial information that is privileged or confidential under the meaning of 5 U.S.C. 552(b)(4) and which data is marked as being protected data by a party to the award.

Protected rights, as used in this clause, mean the rights in protected data set forth in the Protected Rights Notice of paragraph (g) of this clause.

Technical data, as used in this clause, means that data which are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

(i) Data specifically identified in this agreement as data to be delivered without restriction;

(ii) Form, fit, and function data delivered under this agreement;

(iii) Data delivered under this agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this agreement; and

(iv) All other data delivered under this agreement unless provided otherwise for protected data in accordance with paragraph (g) of this clause or for limited rights data or restricted computer software in accordance with paragraph (h) of this clause.

(2) The Recipient shall have the right to--

(i) Protect rights in protected data delivered under this agreement in the manner and to the extent provided in paragraph (g) of this clause;

(ii) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (h) of this clause;

(iii) Substantiate use of, add, or correct protected rights or copyrights notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this agreement to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright

(1) Data first produced in the performance of this agreement. Except as otherwise specifically provided in this agreement, the Recipient may establish, without the prior approval of the Contracting Officer, claim to copyright subsisting in any data first produced in the performance of this agreement. If claim to copyright is made, the Recipient shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For such copyrighted data, including computer software, the Recipient grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all such data.

(2) Data not first produced in the performance of this agreement. The Recipient shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this agreement any data that are not first produced in the performance of this agreement and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Recipient identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software, the Government shall acquire a copyright license as set forth in subparagraph (h)(3) of this clause if included in this agreement or as otherwise may be provided in a collateral agreement incorporated or made a part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) Release, Publication and Use of Data

(1) The Recipient shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Recipient agrees that to the extent it receives or is given access to data necessary for the performance of this agreement which contain restrictive markings, the Recipient shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized Marking of Data

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement bears any restrictive or limiting markings or notices not authorized by this agreement, the Contracting Officer may at any time either return the data to the Recipient or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Recipient affording the Recipient 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Recipient fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Recipient provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Recipient shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Recipient a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Recipient files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination become final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or Incorrect Markings

(1) Data delivered to the Government, without any restrictive or limiting markings or notices authorized by this agreement, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Recipient may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Recipient's expense, and the Contracting Officer may agree to do so if the Recipient--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also:

(i) Permit correction at the Recipient's expense of incorrect notices if the Recipient identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

Rights to Protected Data:

(1) The Recipient may, with the concurrence of DOE, claim and mark as protected data, any data first produced in the performance this award that would have been treated as a trade secret if developed at private expense. Any such claimed "Protected Data" will b clearly marked with the following Protected Rights Notice, and will be treated in accordance with such Notice, subject to the provisio of paragraphs (e) and (f) of this clause.

PROTECTED RIGHTS NOTICE
These protected data were produced under Agreement No. DE-EE0002877 with the U.S. Department of Energy and may not be published, disseminated, or disclosed to others outside the Government until, unless express written authorization is obtained from the recipient. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights this data. This Notice shall be marked on any reproduction of this data, in whole or in part.
(End of notice).

(2) Any such marked Protected Data may be disclosed under obligations of confidentiality for the following purposes:
(a) For internal DOE evaluation and planning purposes under the restriction that the Protected Data be retained in confidence ar not be further disclosed; or
(b) To DOE staff members or authorized DOE contractors or subcontractors performing work under the Government's program under the restriction that the Protected Data be retained in confidence and not be further disclosed.

(3) The obligations of confidentiality and restrictions on publication and dissemination shall end for any Protected Data:
(a) At the end of the protected period;
(b) If the data become publicly known or available from other sources without a breach of the obligation of confidentiality with respect to the Protected Data;
(c) If the same data are independently developed by someone who did not have access to the Protected Data and such data are made available without obligations of confidentiality; or
(d) If the Recipient disseminates or authorizes another to disseminate such data without obligations of confidentiality.

(4) However, the Recipient agrees that the following types of data are not considered to be protected and shall be provided to the Government when required by this award without any claim that the data are Protected Data: General test results and data that demonstrate progress toward meeting DOE's technical goals to design, construct, build, and operate a demonstration- or pilot-scale integrated biorefinery employing lignocellulosic or algal feedstocks, and in certain special cases starch feedstocks, for the production of (i) liquid transportation fuels, (ii) biobased chemicals, products or co-products, or (iii) substitutes for petroleum-based feedstocks and products. These results and data will be made available to the public and included in the final project report, and in other report and presentations, as appropriate. The parties agree that notwithstanding the data enumerated above, nothing precludes the Government from seeking delivery of additional data in accordance with this award, or from making publicly available additional nonprotected data, nor does the preceding enumerated data constitute any admission by the Government that technical data not so enumerated are Protected Data. The general data described above shall not include the following types of data, which Recipient intends, without limitation, to claim and mark as Protected Data:

a) Process Flow Diagrams
b) Mass & Energy Balances
c) Process Performance Parameters and Costs by Unit Operation, including the quality of the data used for those performance parameters, (e.g., scale, replication, degree of integration, range of values, etc.)
d) Capital Cost Estimate and Basis thereof: e.g. factored, vendor quotes, actual purchase prices, etc.
e) Pro Forma with best reproducible results to date with all assumptions listed and the basis/rationale behind all pro forma input parameters explained, including but not necessarily limited to:
    i. Production cost parameters: e.g. consumables, utilities, labor, etc.
    ii. Water consumption requirements and costs
    iii. Waste disposal requirements and costs
f) Any additional financial and technical project information necessary and sufficient to validate the current and actual conversion costs associated with the facility or system as constructed and projected to be operated for converting

lignocellulosic or algal feedstocks, and in certain special cases starch feedstocks, into (i) liquid transportation fuels, or (i
biobased chemicals, products or co-products, or (iii) substitutes for petroleum-based feedstocks and products.

g) Technical results based on data collected, to enable the analysis, assessment and evaluation of other areas of interest, including but not necessarily limited to life cycle assessments, green house gas emissions, and sustainability metrics.

(5) The Government's sole obligation with respect to any protected data shall be as set forth in this paragraph (g).

Protection of Limited Rights Data
(1)When data other than that listed in subparagraphs (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this agreement and such data qualify as either limited rights data or restricted computer software, the Recipient, if the Recipient desires continue protection of such data, shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding the Recipient shall identify the data being withheld and furnish form, fit, and function data in lieu thereof.

(2) Notwithstanding subparagraph (h)(1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise b withholdable. If delivery of such data is so required, the Recipient may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, in accordance with such Notice:

LIMITED RIGHTS NOTICE
(a) These data are submitted with limited rights under Government Agreement No. DE-EE0002877 (and subaward/contract No. _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Recipient, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(1) Use (except for manufacture) by Federal support services contractors within the scope of their contracts;
(2) These "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
(3) These "limited rights data" may be disclosed to other contractors participating in the Government's program, of which this Recipient is a part, for information or use (except for manufacture) in connection with the work performed under their awards, an under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
(4) These "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and
(5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, f information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(i) Subaward/Contract

The Recipient has the responsibility to obtain from its subrecipients/contractors all data and rights therein necessary to fulfill the Recipient's obligations to the Government under this agreement. If a subrecipient/contractor refuses to accept terms affording the Government such rights, the Recipient shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subaward/contract award without further authorization.

(j) Additional Data Requirements

In addition to the data specified elsewhere in this agreement to be delivered, the Contracting Officer may, at anytime during agreement performance or within a period of 3 years after acceptance of all items to be delivered under this agreement, order any data first produced or specifically used in the performance of this agreement. This clause is applicable to all data ordered under this subparagraph. Nothing contained in this subparagraph shall require the Recipient to deliver any data the withholding of which is authorized by this clause or data which are specifically identified in this agreement as not subject to this clause. When data are to be delivered under this subparagraph, the Recipient will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(k) The Recipient agrees, except as may be otherwise specified in this agreement for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to 3 years after acceptance of all items to be delivered under this contract, inspect at the Recipient's facility any data withheld pursuant to paragraph (h) of this clause, for purposes of verifying the Recipient's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Recipient whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

(End of clause)

04. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government only shall have unlimited rights(as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the files entitled:

Summary.pdf, 091221_Solazyme_PMC134_1_StatementOfProjectObjectives.pdf,

and 091223_IBR_ARRAprojects_Solazyme.pdf, which are all parts of the proposal upon which this contract is based.

05. 10 CFR 600.325 Appendix A, Patent Rights (Small Business Firms and Nonprofit Organizations) (OCT 2003)

(a) Definitions

Invention means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or Government regulations available to the public on reasonable terms.

Small business firm means a small business concern as defined at section 2 of Public Law 85-536 (16 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3 through 121.8 and 13 CFR 121.3 through 121.12, respectively, will be used.

Subject invention means any invention of the Recipient conceived or first actually reduced to practice in the performance of work under this award, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of award performance.

(b) Allocation of Principal Rights

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this Patent Rights clause and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Applications by Recipient

(1) The Recipient will disclose each subject invention to DOE within two months after the inventor discloses it in writing to Recipient personnel responsible for the administration of patent matters. The disclosure to DOE shall be in the form of a written report and shall identify the award under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to DOE, the Recipient will promptly notify DOE of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying DOE within two years of disclosure to DOE. However, in any case where publication, on sale, or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the U.S., the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on an invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the U.S. after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application, or six months from the date when permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications when such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to DOE, election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of DOE, be granted.

(d) Conditions When the Government May Obtain Title

The Recipient will convey to DOE, upon written request, title to any subject invention:

(1) If the Recipient fails to disclose or elect the subject invention within the times specified in paragraph (c) of this patent rights clause, or elects not to retain title; provided that DOE may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times;

(2) In those countries in which the Recipient fails to file patent applications within the times specified in paragraph (c) of this Patent Rights clause; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph (c) of this Patent Rights clause, but prior to its receipt of the written request of DOE, the Recipient shall continue to retain title in that country; or

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the subject invention within the times specified in paragraph (c) of this Patent Rights clause. The Recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope of the extent the Recipient was legally obligated to do so at the time the award was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the agency's licensing regulation, if any. This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at discretion of the funding Federal agency to the extent the Recipient, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR

part 404 and the agency's licensing regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Recipient Action to Protect Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to DOE all instruments necessary to:

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions for which the Recipient retains title; and

(ii) Convey title to DOE when requested under paragraph (d) of this Patent Rights clause, and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under this award in order that the Recipient can comply with the disclosure provisions of paragraph (c) of this Patent Rights clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information requested by paragraph (c)(1) of this Patent Rights clause. The Recipient shall instruct such employees through the employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify DOE of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any U.S. patent application and any patent issuing thereon covering a subject invention, the following statement: ``This invention was made with Government support under (identify the award) awarded by (identify DOE). The Government has certain rights in this invention."

(g) Subaward/Contract

(1) The Recipient will include this Patent Rights clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or nonprofit organization. The subrecipient/contractor will retain all rights provided for the Recipient in this Patent Rights clause, and the Recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.

(2) The Recipient will include in all other subawards/contracts, regardless of tier, for experimental, developmental or research work, the patent rights clause required by 10 CFR 600.325(c).

(3) In the case of subawards/contracts at any tier, DOE, the Recipient, and the subrecipient/contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subrecipient/contractor and DOE with respect to those matters covered by the clause.

(h) Reporting on Utilization of Subject Inventions

The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient and such other data and information as DOE may reasonably specify. The Recipient also agrees to provide additional reports in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this Patent Rights clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without the permission of the Recipient.

(i) Preference for United States Industry.

Notwithstanding any other provision of this Patent Rights clause, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the U.S. unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the U.S. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant

licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in-Rights

The Recipient agrees that with respect to any subject invention in which it has acquired title, DOE has the right in accordance with procedures at 37 CFR 401.6 and any supplemental regulations of the Agency to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances and if the Recipient, assignee, or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Recipient, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensee; or

(4) Such action is necessary because the agreement required by paragraph (i) of this Patent Rights clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the U.S. is in breach of such agreement.

(k) Special Provisions for Awards with Nonprofit Organizations

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the U.S. may not be assigned without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when DOE deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific or engineering research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give preference to a small business firm if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the Secretary of Commerce may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures or practices with the Secretary when the Secretary's review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communications

All communications required by this Patent Rights clause should be sent to the DOE Patent Counsel address listed in the Award Document.

(m) Electronic Filing

Unless otherwise Specified in the award, the information identified in paragraphs (f)(2) and (f)(3) may be electronically filed.

[End of clause]

PMC123.1 - Budget Justification for SF 424A Budget

Instructions and Summary

Award Number: DE-FOA-0000096
Award Recipient: Cherokee Pharmaceuticals LLC

Date of Submission: 8/10/2011
Form submitted by: Solazyme
(May be award recipient or sub-recipient)

Please read the instructions on each page before starting.
If you have any questions, please ask your DOE contact. It will save you time!

On this form, provide detailed support for the estimated project costs identified on the SF-424A form (Budget).

- **The dollar amounts on this page must match the amounts on the associated SF-424A.**
- The award recipient and each sub-recipient with estimated costs of $100,000 or more must complete this form and a SF-424A form.
- The total budget presented on this form and on the SF424A must include both Federal (DOE), and Non-Federal (cost share) portions, thereby reflecting TOTAL PROJECT COSTS proposed.
- **For costs in each Object Class Category on the SF-424A, complete the corresponding worksheet on this form (tab at the bottom of the page).**
- **All costs incurred by the preparer's sub-recipients, vendors, contractors, consultants and Federal Research and Development Centers (FFRDCs), should be entered only in section f. Contractual. All other sections are for the costs of the preparer only.**

SUMMARY OF BUDGET CATEGORY COSTS PROPOSED

(Note: The values in this summary table are from entries made in each budget category sheet.)

CATEGORY	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Total Costs	Project Costs %	Comments (Add comments as needed)
a. Personnel						
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
Sub-recipient						
FFRDC						
Vendor						
Total Contractual						
g. Construction						
h. Other Direct Costs						
i. Indirect Charges						
Total Project Costs						

REDACTED
EXEMPTION 4

Additional Explanations/Comments (as necessary)

REDACTED
EXEMPTION 4

a. Personnel

PLEASE READ!!!

List costs solely for employees of the entity completing this form (award recipient or sub-recipient). All other personnel costs (of subrecipients or other contractual efforts of the entity preparing this) must be included under f., Contractual. This includes all consultants and FFRDCs.

Identify positions to be supported. Key personnel should be identified by title. All other personnel should be identified either by title or a group category. State the amounts of time (e.g., hours or % of time) to be expended, the composite base pay rate, total direct personnel compensation and identify the rate basis (e.g., actual salary, labor distribution report, technical estimate, state civil service rates, etc.).

Add rows as needed. Formulas/calculations will need to be entered by the preparer of this form. Please enter formulas as shown in the example.

Task # and Title	Position Title	Budget Period 1			Budget Period 2			Budget Period 3			Project Total Hours	Project Total Dollars	Rate Basis
		Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 1	Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 2	Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 3			
1. Generation 2A Receiver Desi													
XAMPLE													
ONLY!!!													

REDACTED
EXEMPTION 4

Additional Explanations/Comments (as necessary)

b. Fringe Benefits

	Budget Period 1	Budget Period 2	Budget Period 3	Total
Rate applied:				
Total fringe requested:		REDACTED EXEMPTION 4		

A federally approved fringe benefit rate agreement, or a proposed rate supported and agreed upon by DOE for estimating purposes is required if reimbursement for fringe benefits is requested. Please check (X) one of the options below and provide the requested information. Calculate the fringe rate and enter the total amount in Section B, line 6.b. ("Fringe Benefits") of form SF-424A.

___ **A fringe benefit rate has been negotiated with, or approved by, a federal government agency. A copy of the latest rate agreement is included with this application, and will be provided electronically to the Contracting Officer for this project.**
**In the area designated below, identify the full calculations used to derive the total fringe costs. See further information below.*

X **There is not a current, federally approved rate agreement negotiated and available.**
*When this option is checked, the entity preparing this form shall submit a rate proposal in the format provided at the following website, or a format that provides the same level of information and which will support the rates being proposed for use in performance of the proposed project. Go to https://www.eere-pmc.energy.gov/forms.aspx and select PMC 400.2 Sample Rate Proposal. * In the area designated below, identify the full calculations used to derive the total fringe costs. See further information below.*

Additional explanation/comments (as necessary)

*IMPORTANT: In the space provided below (or as an attachment) provide a complete explanation and the full calculations used to derive the total fringe costs. If the total fringe costs are a cumulative amount of more than one calculation or rate application, the explanation and calculations should identify all rates used, along with the base they were applied to (and how the base was derived), and a total for each (along with grand total). The rates and how they are applied should not be averaged to get one fringe cost percentage. NOTE: The fringe benefit rate should be applied to both the Federal Share and Recipient Cost Share.

c. Travel

PLEASE READ!!!

Provide travel detail as requested below, identifying total Foreign and Domestic Travel as separate items. Purpose of travel are items such as professional conference, DOE sponsored meeting, project management meeting, etc. The Basis for Estimating Costs are items such as past trips, current quotations, Federal Travel Regulations, etc.

All listed travel must be necessary for performance of the Statement of Projecct Objectives.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

Purpose of travel	No. of Travelers	Depart From (not required for domestic travel)	Destination (not required for domestic travel)	No. of Days	Cost per Traveler	Cost per Trip	Basis for Estimating Costs
Budget Period 1							
Domestic Travel							
EXAMPLE ONLY!!! Visit to PV cell mfr. to set up vendor agreement							
			REDACTED EXEMPTION 4				
Domestic Travel subtotal							
International Travel							
International Travel subtotal							
Budget Period 1 Total							

Purpose of travel	No. of Travelers	Depart From (not required for domestic travel)	Destination (not required for domestic travel)	No. of Days	Cost per Traveler	Cost per Trip	Basis for Estimating Costs
Budget Period 2							
Domestic Travel							
Domestic Travel subtotal							
International Travel			REDACTED EXEMPTION 4				
International Travel subtotal							
Budget Period 2 Total							
Budget Period 3							
Domestic Travel							
Domestic Travel subtotal							
International Travel							
International Travel subtotal							
Budget Period 3 Total							
PROJECT TOTAL							

Additional Explanations/Comments (as necessary)

d. Equipment

PLEASE READ!!!

Equipment is generally defined as an item with an acquisition cost greater than $5,000 and a useful life expectancy of more than one year. Further definitions can be found at 10 CFR 600 found on the PMC Recipient Resources Forms page at https://www.eere-pmc.energy.gov/Forms.aspx#regs .

List all proposed equipment below, providing a basis of cost such as vendor quotes, catalog prices, prior invoices, etc., and briefly justifying its need as it applies to the Statement of Project Objectives. If it is existing equipment, and the value of its contribution to the project budget is being shown as cost share, provide logical support for the estimated value shown. If it is new equipment which will retain a useful life upon completion of the project, provide logical support for the estimated value shown.

For equipment over $50,000 in price, also include a copy of the associated vendor quote or catalog price list.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

Equipment Item	Qty	Unit Cost	Total Cost	Basis of Cost	Justification of need
Budget Period 1					
EXAMPLE ONLY!!! Thermal shock chamber					
				REDACTED EXEMPTION 4	
Budget Period 1 Total					
Budget Period 2					
Budget Period 2 Total					

Equipment Item	Qty	Unit Cost	Total Cost	Basis of Cost	Justification of need
Budget Period 3					
				REDACTED	
				EXEMPTION 4	
Budget Period 3 Total					
PROJECT TOTAL					

Additional Explanations/Comments (as necessary)

e. Supplies

PLEASE READ!!!

Supplies are generally defined as an item with an acquisition cost of $5,000 or less and a useful life expectancy of less than one year. Supplies are generally consumed during the project performance. Further definitions can be found at 10 CFR 600 found on the PMC Recipient Resources Forms page at https://www.eere-pmc.energy.gov/Forms.aspx#regs.

List all proposed supplies below, providing a bases of cost such as vendor quotes, catalog prices, prior invoices, etc., and briefly justifying the need for the Supplies as they apply to the Statement of Project Objectives. Note that Supply items must be direct costs to the project at this budget category, and not duplicative of supply costs included in the indirect pool that is the basis of the indirect rate applied for this project.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

General Category of Supplies	Qty	Unit Cost	Total Cost	Basis of Cost	Justification of need
Budget Period 1					
EXAMPLE ONLY!!! Wireless DAS components					
Budget Period 1 Total					
Budget Period 2					
Budget Period 2 Total					

REDACTED
EXEMPTION 4

General Category of Supplies	Qty	Unit Cost	Total Cost	Basis of Cost	Justification of need
Budge				eriod 3	
				REDACTED EXEMPTION 4	
Budget Period 3 Total					
PROJECT TOTAL					

Additional Explanations/Comments (as necessary)

f. Contractual

PLEASE READ!!!

The entity completing this form must provide all costs related to sub-recipients, vendors, contractors, consultants and FFRDC partners in the applicable boxes below.

Sub-recipients (partners, sub-awardees):
For each sub-recipient with total project costs of $100,000 or more, a separate SF-424A budget and PMC123.1 budget justification form must be submitted. These sub-recipient forms may be completed by either the sub-recipients themselves or by the preparer of this form. The budget totals on the sub-recipient's forms must match the sub-recipeint entries below.

The preparer of this form need only provide further support of the completed sub-recipient budget forms as they deem necessary. The support to justify the budgets of sub-recipients with estimated costs less than $100,000 may be in any format, and at a minimum should provide what Statement of Project Objectives task(s) are being performed, the purpose/need for the effort, and a basis of the estimated costs that is considered sufficient for DOE evaluation.

Vendors (includes contractors and consultants):
List all vendors, contractors and consultants supplying commercial supplies or services used to support the project. The support to justify vendor costs (in any amount) should provide the purpose for the products or services and a basis of the estimated costs that is considered sufficient for DOE evaluation.

Federal Research and Development Centers (FFRDCs):
For FFRDC partners, award recipient will provide a Field Work Proposal (if not already provided with the original application), along with the FFRDC labor mix and hours, by category and FFRDC major purchases greater than $25,000, including Quantity, Unit Cost, Basis of Cost, and Justification. The award recipient may allow the FFRDC to provide this information directly to DOE.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

Sub-Recipient Name/Organization	Purpose/Tasks in SOPO	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Project Total
EXAMPLE ONLY!!! XYZ Corp.					
	REDACTED EXEMPTION 4				

Sub-Recipient Name/Organization	Purpose/Tasks in SOPO	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Project Total
	REDACTED EXEMPTION 4				
	Sub-total				

Vendor Name/Organization	Product or Service, Purpose/Need and Basis of Cost (Provide additional support at bottom of page as needed)	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Project Total
EXAMPLE ONLY!!! ABC Corp.					
	REDACTED EXEMPTION 4				

FFRDC Name/Organization	Purpose	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Project Total
	REDACTED EXEMPTION 4				

Total Contractual					

AdditionalExplanations/Comments (as necessary)

g. Construction

PLEASE READ!!!

Construction, for the purpose of budgeting, is defined as all types of work done on a particular building, including erecting, altering, or remodeling. Construction conducted by the award recipient is entered on this page. Any construction work that is performed by a vendor or subrecipient to the award recipient should be entered under f. Contractual.

List all proposed construction below, providing a basis of cost such as engineering estimates, prior construction, etc., and briefly justify its need as it applies to the Statement of Project Objectives.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

Overall description of construction actiivities:

xample Only!!! - Build wind turbine platform

General Description	Cost	Basis of Cost	Justification of need
Budget Period 1			
Three days of excavation for platform site EXAMPLE ONLY!!!			
		REDACTED EXEMPTION 4	
Budget Period 1 Total			
Budget Period 2			
Budget Period 2 Total			

General Description	Cost	Basis of Cost	Justification of need
Budget Period 3			
Budget Period 3 Total			
PROJECT TOTAL			

dditional Explanations/Comments (as necessary)

g. Construction

h. Other Direct Costs

PLEASE READ!!!

Other direct costs are direct cost items required for the project which do not fit clearly into other categories, and are not included in the indirect pool for which the indirect rate is being applied to this project. Examples are meeting costs, postage, couriers or express mail, telephone/fax costs, printing costs, etc.

Basis of cost are items such as vendor quotes, prior purchases of similar or like items, published price list, etc.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

General description	Cost	Basis of Cost	Justification of need
Budget Period 1			
XAMPLE ONLY!!! Grad student tuition			
		REDACTED EXEMPTION 4	
Budget Period 1 Total			
Budget Period 2			
Budget Period 2 Total			
Budget Period 3			
		REDACTED EXEMPTION 4	
Budget Period 3 Total			
PROJECT TOTAL			

Additional Explanations/Comments (as necessary)

i. Indirect Costs

	Budget Period 1	Budget Period 2	Budget Period 3	Total
Rate applied:		REDACTED EXEMPTION 4		
Total indirect costs requested:				

A federally approved indirect rate agreement, or rate proposed supported and agreed upon by DOE for estimating purposes is required if reimbursement of fringe benfits is requested. Please check (X) one of the options below and provide the requested information if it has not already been provided as requested, or has changed. Calculate the indirect rate dollars and enter the total in the Section B., line 6.j. (Indirect Charges) of form SF 424A.

___ **There is a federally approved indirect rate agreement. A copy is provided with this application and will be provided electronically to the Contracting Officer for this project.**
**In the area designated below, identify the full calculations used to derive the total indirect costs. See further information below.*

X **There is no current, federally-approved indirect rate agreement.**
*When this option is checked, the entity preparing this form shall submit an indirect cost rate proposal in the format provided at the following website, or in a format that provides the same level of information and which supports the rate(s) being proposed for use in estimating the project. Go to https://www.eere-pmc.energy.gov/forms.aspx and select PMC 400.2 Sample Rate Proposal. *In the area designated below, identify the full calculations used to derive the total indirect costs. See further information below.*

Additional Explanations/Comments (as necessary)

*IMPORTANT: In the space provided below (or as an attachment) provide a complete explanation and the full calculations used to derive the total indirect costs. If the total indirect costs are a cumulative amount of more than one calculation or rate application, the explanation and calculations should identify all rates used, along with the base they were applied to (and how the base was derived), and a total for each (along with grand total). The rates and how they are applied should not be averaged to get one indirect cost percentage. NOTE: The indirect rate should be applied to both the Federal Share and Recipient Cost Share.

Cost Share

PLEASE READ!!!

A detailed presentation of the cash or cash value of all cost share proposed for the project must be provided in the table below. Identify the source & amount of each item of cost share proposed by the award recipient and each sub-recipient or vendor. Letters of committment must be submitted for all third party cost share (other than award recipient).

Note that "cost-share" is not limited to cash investment. Other items that may be assigned value in a budget as incurred as part of the project budget and necessary to performance of the project, may be considered as cost share, such as: contribution of services or property; donated, purchased or existing equipment; buildings or land; donated, purchased or existing supplies; and/or unrecovered personnel, fringe benefits and indirect costs, etc. For each cost share contribution identified as other than cash, identify the item and describe how the value of the cost share contribution was calculated.

Funds from other Federal sources MAY NOT be counted as cost share. **This prohibition includes FFRDC sub-recipients. Non-Federal sources include private, state or local Government, or any source not originally derived from Federal funds. Documentation of cost sharing commitments must be provided, if not already provided with the original application and they have not changed since its submission.**

Fee or profit will not be paid to the award recipients or subrecipients of financial assistance awards. Additionally, foregone fee or profit by the applicant shall not be considered cost sharing under any resulting award. Reimbursement of actual costs will only include those costs that are allowable and allocable to the project as determined in accordance with the applicable cost principles prescribed in 10 CFR 600.127, 10 CFR 600.222 or 10 CFR 600.317. Also see 10 CFR 600.318 relative to profit or fee.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

Organization/Source	Type (cash or other)	Cost Share Item	Budget Period 1 Cost Share	Budget Period 2 Cost Share	Budget Period 3 Cost Share	Total Project Cost Share
ABC Company EXAMPLE ON		REDACTED EXEMPTION 4				

Organization/Source	Type (cash or other)	Cost Share Item	Budget Period 1 Cost Share	Budget Period 2 Cost Share	Budget Period 3 Cost Share	Total Project Cost Share
		REDACTED EXEMPTION 4				
		Totals				

Total Project Cost:

Cost Share Percent of Award:

Additional Explanations/Comments (as necessary)

REDACTED
EXEMPTION 4

solazyme

REQUEST FOR DOE CONTRACTING OFFICER DETERMINATION
MODIFICATION TO CONTINGENCY RESERVE CLAUSE
Solazyme / DOE Integrated Biorefinery
DE-EE0002877
May 6, 2010

Solazyme, Inc. respectfully requests that its Cooperative Agreement, DE-EE0002877, be modified so as to be composed of 25 percent of construction activities only (e.g., equipment installation, facility refurbishment and excluding capital equipment costs which are firm fixed price contracts and to add a program revenue provision.

Background

- DOE has awarded Solazyme a grant of $21.7M for construction and operation of an integrated biorefinery at an existing industrial site; Solazyme is currently operating at this site. Solazyme is contributing a 20 % cost share on this Agreement (REDACTED EXEMPTION 4
- DOE has now established a requirement of a contingency reserve of 25 percent of total Phase II project costs and that such reserves should be "dedicated" to the project and has provided Solazyme with a "Contingency" clause (Special Terms and Conditions, Provision # 34 and accompanying Appendix to Provision # 34). That Appendix sets out the DOE guidelines for the establishment of a contingency reserve by a recipient. The purpose of this contingency reserve is to mitigate project performance baseline risk.
- The DOE Contracting Officer has the discretion to review and approve individual project contingency reserve fund proposals on a project-by-project basis.

REDACTED
EXEMPTION 4

Solazyme Concerns:

- Requiring a "blanket" 25% cash contingency reserve on the Solazyme Integrated Biorefinery Project (SzIBR) is not the most effective and business-sensitive way of mitigating performance risk on the project.

REDACTED
EXEMPTION 4

- The contingency reserve should properly reflect the risk level of SzIBR (risks remaining after all possible mitigation activities). Standard project management practices suggest that a contingency reserve be aggregated for related activities, be funded based on an assessment of the risk associated with the activities and be adjusted down as the activities progress to completion (PMBOK Guide, third edition, page 166 and 264).

- SzIBR has a reduced capital cost risk profile:
  1. Total capital expenditures, including installation costs, represent less tha EX 4 of the overall project budget. In addition, equipment purchases will be firm fixed price contracts with no overage risk.

2. The project will involve [redacted]

   In addition, the SzIBR will be integrating these processes within an existing commercial fermentation facility that is already successfully running Solazyme fermentations at scale.

- Approximately [redacted] of the SzIBR budget covers [redacted]

  These operations present minimal risk of cost overruns since Solazyme has the ability to reduce variable costs later in the project – by taking steps such as reducing operational running time – to cover any potential overages in other expenditures.

[redacted]

- Undermining the goals of the Recovery Act – The burdensome requirement of such a large amount of restricted cash is inconsistent with the economic stimulus goals of the ARRA because it impedes the economic and commercial prospects of innovative early stage companies. Similarly, the imposition of this requirement acts as a disincentive to early stage companies with promising clean energy technologies, which could have the unintended consequence of limiting the participation of innovative companies in these types of programs due to unnecessary and inflexible requirements.

Requested Modifications to Agreement

In light of the specific circumstances surrounding this project, we request that DOE adopt the following options in relation to the contingency reserve for the SzIBR:

1. The contingency reserve should be set at [redacted]

   overruns), not the entire project.

2. The contingency reserve should decrease substantially following DOE approval that the construction period has been successfully completed. There is minimal project risk associated with variable cost production stages that can be modified in scope if required to meet overall cost requirements.

3. Add a Program Revenue Clause that would allow Solazyme to use project revenue as a deduction from the non-Federal cost share. (see 10 CFR 600.314(d)(2))

Solazyme believes these adjustments of contingency reserve to risk level and timing will satisfy the language of the Appendix to Special Terms and Conditions, Provision 34, "Requirements for Contingency Funds for Integrated Biorefinery Projects". We look forward to working with DOE to craft a solution that meets the goals of both the Government and Solazyme. [redacted]

Department of Energy
Golden Field Office
1617 Cole Boulevard
Golden, Colorado 80401-3393

June 8, 2010

Ms. Sarah Larkin McQuaid, Ph.D., P.M.P.,
Associate Director Program Management
Solazyme, Inc.
561 Eccles Ave.
South San Francisco, CA 94080-1906

Dear Dr. McQuaid:

SUBJECT: Clarification of Terms in the Requirements for Contingency Funds for Integrated Biorefinery Projects under Award No. DE-EE0002877, "Recovery Act – Solazyme Integrated Biorefinery (SZIBR): Diesel Fuels from Heterotrophic Algae"

This letter is to clarify the meaning of the term "dedicated," as used in the Appendix to Special Terms and Conditions, Paragraph 34, Requirements for Contingency Funds for Integrated Biorefinery Projects (hereafter "Appendix"), as applied to the Solazyme, Inc. Biorefinery Project. Specifically, the Appendix states that "Contingency Funds must be: a) liquid, b) immediately available, and c) unrestricted funds that are dedicated to the project."

DOE intends that the term "dedicated," as used above in clause c) and elsewhere in Paragraph 34 of the Special Terms and Conditions means that the "Contingency Funds" are "available for use in" the project. The term "dedicated" is not intended to mean a strict segregation or restriction of the Contingency Funds from Recipient's other cash and investment balances. Instead, the term is intended to convey that, should cost overruns materialize in Budget Period 2, the Recipient has agreed that contingency funds are available to cover a minimum of 25% of total Budget Period 2 costs. The requirement that liquid, immediately available, and unrestricted Contingency Funds be "dedicated" to the project may be met so long as the Recipient's unencumbered cash and investment balances, as evidenced by account statements and certification by an executive officer pursuant to Appendix paragraph C.3.a., are sufficient and available to cover the required contingency for the project.

In addition, as provided in the Appendix, where Recipient demonstrates that it has adequately controlled for project performance risk, opportunities, and uncertainties, DOE, at Recipient's reasonable request, will assess the reduced risk profile and, if appropriate, reduce the effective Contingency Funds requirement.

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Should you have additional questions or concerns, please contact Christy Sterner, Project Officer, at (303) 275-4720 or christy.sterner@go.doc.gov or Molly Hames, Grants and Agreements Specialist, at (303) 275-4864 or molly.hames@go.doc.gov.

Sincerely,

Melissa Wise
Contracting Officer

From: Sarah McQuaid [smcquaid@solazyme.com]
Sent: Wednesday, July 07, 2010 6:31 PM
To: Sterner, Christy; Lindeman, Chris
Cc: Bob Florence; Adrian Galvez
Subject: 5 11 3 1_EE0002877_Solazyme_SF424A_amendment1_08July2010.xls
Attachments: 5 11 3 1_EE0002877_Solazyme_SF424A_amendment1_08July2010.xls

Dear Christy, Chris,

REDACTED
EXEMPTION 4

REDACTED
EXEMPTION 5
(Deliberative Process)

Many thanks,

Sarah

Applicant Name: Solazyme

Award Number: EE-0002877

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Demonstration of Integrated Biorefinery Operations	EE-0002877			$21,765,708		
2.					REDACTED EXEMPTION 4	
3.						
4.						
5. Totals		$0		$21,765,708		

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity				Total (5)
	(1) Period 1	(2) Period 2	(3) Period 3	(4)	
a. Personnel					
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. **Totals** (sum of 6i-6j)					
7. Program Income					

REDACTED EXEMPTION 4

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Section C - Non-Federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) **Totals**
8. Demonstration of Integrated Biorefinery Operations				
9.			REDACTED EXEMPTION 4	
10.				
11.	Page 1 of 3			
12. **Total** (sum of lines 8 - 11)				

$0.00

Section D - Forecasted Cash Needs

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th quarter

13. Federal					
14. Non-Federal					
15. **Total** (sum of lines 13 and 14)					

Section E - Budget Estimates of Federal Funds Needed for Balance of the Project

(a) Grant Program	Future Funding Periods (Years) (b) First	(c) Second	(d) Third	(e) Fourth
16. Demonstration of Integrated Biorefinery Operations				
17.	REDACTED			
18.	EXEMPTION 4			
19.				
20. **Total** (sum of lines 16-19)				

Section F - Other Budget Information

21. Direct Charges	22. Indirect Charges

23. Remarks

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Instructions for the SF-424A

Public Reporting Burden for this collection of information is estimated to average 3.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget, send it to the address provided by the sponsoring agency.

General Instructions
This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the later case, Sections A, B, C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)
For applications pertaining to a **single** Federal grant program (Federal Domestic Assistance Catalog number) and **not requiring** a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a **single** program **requiring** budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in **Column** (a) and the respective catalog number on each line in Column (b).
For applications pertaining to **multiple** programs where one or more programs **require** a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

For supplemental grants and changes to existing grants, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

Section B. Budget Categories
In the column headings (a) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i—Show the totals of Lines 6a to 6h in each column.

Line 6j—Show the amount of indirect cost.

not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

Line 6k—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a)—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b)—Enter the contribution to be made by the applicant.

Column (c)—Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d)—Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e)—Enter totals of Columns (b), (c), and (d).

Line 12—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

Section D. Forecasted Cash Needs

Line 13—Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14—Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15—Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19—Enter in Column (a) the same grant program titles shown in Column
(a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.
If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21—Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22—Enter the type of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23—Provide any other explanations or comments deemed necessary.

From: Sarah McQuaid [smcquaid@solazyme.com]
Sent: Friday, September 10, 2010 3:42 PM
To: Hames, Molly
Cc: Sterner, Christy; Wise, Melissa; Tyler Painter; Adrian Galvez; Bob Florence
Subject: RE: DOE Award: DE-EE0002877 - Solazyme
Attachments: DE-EE0002877_Indirect rate - performance response 10Sept2010.pdf

Dear Ms. Hames,

Please find attached, as requested, our letter confirming that the indirect costs as codified in your letter of August 20, 2010 will not adversely affect the performance of award DE-EE0002877.

Thank you again and best regards,

Sarah

Sarah Larkin McQuaid, Ph.D., P.M.P.,
Assoc. Director Program Management,
Solazyme Inc.
Phone: 650.416.5122
Cell: 619.867.3055

-----Original Message-----
From: Hames, Molly [mailto:molly.hames@go.doe.gov]
Sent: Friday, August 20, 2010 12:41 PM
To: Sarah McQuaid; doe_szibr
Cc: Sterner, Christy; Wise, Melissa
Subject: DOE Award: DE-EE0002877 - Solazyme

Hello,
Please see the attached letter from the CO as requested by Solazyme.

Thanks,

Molly Hames
Department of Energy's Golden Field Office
303-275-4864

solazyme

September 9, 2010

Via Electronic Mail
Melissa Wise
Contracting Officer
Department of Energy
Golden Field Office
1617 Cole Boulevard
Golden, CO 80401-3393

Dear Ms. Wise,

Subject: Award No. DE-EE0002877, "Recovery Act: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotropic Algae".

Solazyme, Inc. respectfully acknowledges receipt of the letter dated 20 August 2010 with respect to indirect cost reimbursement for Award # DE-EE0002877. Solazyme, Inc. hereby confirms that the capped indirect costs as detailed in the aforementioned letter will not adversely affect performance of the award.

Sincerely,

Tyler Painter,
Chief Financial Officer

RE Additional Request Re OBG

From: Sarah McQuaid [smcquaid@solazyme.com]
Sent: Thursday, August 12, 2010 12:40 PM
To: Sterner, Christy
Subject: RE: Additional Request Re: OB&G
Attachments: Solazyme IBR Proposal Comments Response.pdf

Hi Christy,

I've been looking through the in our archive and unfortunately I don't have the final contract in my hands. Gayle is swamped and can't dig it out for me until late today and Adrian is on vacation so it will take a little time to run down the final contract.

REDACTED
EXEMPTION 4

Hopefully this will work for your needs.

Please let me know if you still need the contract as support documentation?

Best regards,

Sarah

Sarah Larkin McQuaid, Ph.D., P.M.P.,
Assoc. Director Program Management,
Solazyme Inc.
Phone: 650.416.5122

-----Original Message-----
From: Sterner, Christy [mailto:christy.sterner@go.doe.gov]
Sent: Wednesday, August 11, 2010 4:56 PM
To: Sarah McQuaid
Subject: RE: Additional Request Re: OB&G

Wow...what a rotten day...first bad news and then the dentist. I hope you're headed home for a peaceful, relaxing evening instead of back to the office to send me a document that can certainly wait until tomorrow!
Thanks for the info and hope you have a much better evening than the day you've had!

Christy Sterner
U.S. DOE

Go to http://www.eere.energy.gov/golden/funding.aspx for important news regarding Grants.gov.

-----Original Message-----
From: Sarah McQuaid [mailto:smcquaid@solazyme.com]
Sent: Wednesday, August 11, 2010 5:43 PM
To: Sterner, Christy
Subject: Re: Additional Request Re: OB&G

Thanks for your kind wishes Christy - much appreciated.

The original budget had the design work split between BP1 and BP2. Two line items of in the construction tab were also intended for getting us to total originally estimated for breaks down the estimate into tasks. I'm just leaving the dentist now but will send you a copy of that later tonight.

Best regards, REDACTED
EXEMPTION 4

Sarah

Sarah McQuaid
Typed on iPhone - please excuse typos!

On Aug 11, 2010, at 3:49 PM, "Sterner, Christy"
<christy.sterner@go.doe.gov > wrote:

> Hi Sarah,
>
> I hope your afternoon/evening is improving some. I'm sorry to bother
> you with another request, but I have a feeling I'm going to be asked
> about it.

>
>
>
>

REDACTED
EXEMPTION 4

>
> If
> so, can you send it to me, please, to support the budget estimate. If
> there is a different basis for the costs (a contract is in place, but
> maybe it's for the total project rather than just this portion, for
> example), can you please provide me with a quick email supporting the
> cost estimate for EX4 Again, similar to my last question, I am not
> holding the amendment up for this information, but as it goes through
> review, I will be asked for it.
>
> Please let me know if you have additional questions or concerns.
> Thanks
> for your help with this.
>
> Best regards,
>
> Christy Sterner
> Project Officer
> U.S. Department of Energy
> Golden Field Office
> Phone: 303-275-4720
> Fax: 303-275-4753
> email: christy.sterner@go.doe.gov
>
> Go to http://www.eere.energy.gov/golden/funding.aspx for important
> news regarding Grants.gov.
>
>

REDACTED

FOIA EXEMPTION 4

REDACTED

FOIA EXEMPTION 4

REDACTED

FOIA EXEMPTION 4

REDACTED

FOIA EXEMPTION 4

REDACTED

FOIA EXEMPTION 4

REDACTED

FOIA EXEMPTION 4

August 10, 2010

Mr. David Brinkmann
VP Manufacturing
Solazyme, Inc.
561 Eccles Avenue
South San Francisco, CA 84080

Dear Mr. Brinkmann:

SUBJECT: Award No. DE-EE0002877, "Recovery Act: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae"

This letter is to confirm in writing our discussion held on Thursday August 5, 2010 regarding Solazyme's indirect cost reimbursement.

Solazyme has an existing Rate Agreement with their cognizant agency, the Defense Logistics Agency (DLA). REDACTED EXEMPTION 4 . The Department of Energy (DOE) has proposed Any will not be reimbursed with DOE funds; however, the additional costs may be contributed by Solazyme as cost share toward the project.

Should you have any questions, please contact Molly Hames, Grants and Agreements Specialist, at molly.hames@go.doe.gov or 303-275-4864.

Sincerely,

Melissa Wise
Contracting Officer

Department of Energy
Golden Field Office
1617 Cole Boulevard
Golden, Colorado 80401-3393

August 20, 2010

Ms. Sarah Larkin McQuaid, Ph.D., P.M.P.,
Associate Director Program Management
Solazyme, Inc.
561 Eccles Avenue
South San Francisco, CA 84080

Dear Ms. McQuaid:

SUBJECT: Award No. DE-EE0002877, "Recovery Act: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae"

This letter is to confirm in writing the results of the discussion held on Thursday August 5, 2010 between the Department of Energy (DOE) and Solazyme regarding Solazyme's indirect cost reimbursement.

Solazyme has an approved Rate Agreement with its cognizant agency, Defense Logistics Agency (DLA). Total Direct Costs is the approved allocation base for a rate. Solazyme Solazyme was informed by DOE tha REDACTED EXEMPTION 4

Therefore, Solazyme and DOE agreed to cap indirect cost for this award to Any indirect costs incurred above this cap, will not be reimbursed with DOE funds; however, the additional costs may be contributed by Solazyme as cost share toward the project.

DOE respectfully requests that Solazyme acknowledge receipt of this letter by further confirming that the capped indirect costs will not adversely affect the performance of this award.

Should you have any questions, please contact Molly Hames, Grants and Agreements Specialist, at molly.hames@go.doe.gov or 303-275-4864.

Sincerely,

Melissa Wise
Contracting Officer

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STATEMENT OF PROJECT OBJECTIVES

Solazyme, Inc.
Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae

A. PROJECT OBJECTIVES

Solazyme proposes to build, operate and optimize a pilot-scale "**S**ola**z**yme **I**ntegrated **B**io**r**efinery." SzIBR will demonstrate integrated scale-up of Solazyme's novel heterotrophic algal oil biomanufacturing process, validate the projected commercial-scale economics of producing multiple advanced biofuels, and enable Solazyme to collect the data necessary to complete design of the first commercial-scale facility.

Specific project objectives include:

- Expeditiously commence construction and operations.
- Integrate all process unit operations successfully into a unified biorefinery.
- Validate feasibility of low cost production at commercial scale.
- Demonstrate refining of the algal oil into fully-compliant liquid transportation fuels.
- Accelerate development of high-impact lignocellulosic feedstocks.
- Successfully complete the project on schedule.

B. PROJECT SCOPE

The scope of the proposed project encompasses (i) building, operating and optimizing a pilot-scale integrated biorefinery, (ii) cultivating fuel oil-producing algae, (iii) extracting and purifying oil from the algae, (iv) refining the algal oil to standard liquid transportation fuels, (v) optimizing fermentation parameters at both laboratory and pilot scale, and (vi) gathering data to assist in the design of subsequent demonstration and commercial facilities.

The project advances the goals of the Department of Energy (DOE) Biomass Program and accelerates the nation's ability to achieve the production targets mandated by the federal Renewable Fuel Standard (RFS).

C. TASKS TO BE PERFORMED

BUDGET PERIOD (BP) 1: PRELIMINARY ACTIVITIES

A BP-1 Submission (Preparation/Approval/Reporting)
A.1 Selection Kick-Off Meeting (DOE Core)
A.2 Submission of Award 1 application (DOE Core)
A.3 Acceptance of Award 1 application (DOE Core)
A.4 Release of Award 1 funds (DOE Core)
A.5 Reporting BP-1

Solazyme shall submit financial reports, including standard and Recovery Act status reports, and technical progress reports. Reports will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

B **Prepare manufacturing site:**
Solazyme shall finalize and sign Engineering, Procurement and Construction (EPC) contract (DOE Core), complete engineering drawings, submit permit applications, finalize specifications of equipment with vendors and procure long-lead time equipment, update the safety plan for the manufacturing site and begin demolition.

B.1.5 **EPC contract finalized and signed (DOE Core)**
B. 3 **Define commissioning criteria (DOE Core)**
C **BP-2 Application/Submission/Approval**
C.1 **Environmental Filings**
C.1.1.3 **National Environment Policy Act (NEPA) approval to proceed (DOE CORE)**
C.3 **Update Risk Management Plan (Risk Planning)**
C.3.9 **Risk mitigation plan validation completed – Award 2 (DOE Core)**
C.4 **Update Project Management Plan (PMP) (Schedule/Cost Planning)**
C.5 **Submission of Award 2 application (DOE Core)**
C.6 **CD-2 Approve Performance Baseline (DOE Core)**
C.7 **Acceptance of Award 2 application (DOE Core)**

BUDGET PERIOD 2: CONSTRUCTION AND OPERATION

D **Funding approval and release activities**
D.2 **CD-3 Approve Start of Construction (DOE Core)**
D.3 **Release of Award 2 funds (DOE Core)**
E **Feedstock sourcing**
F **Create and qualify pilot-scale SzlBR at manufacturing site:**
Solazyme shall submit purchase orders for all remaining equipment downstream of fermentation. Solazyme will clear space for equipment as needed, prepare utility connections and accept delivery of equipment. Solazyme shall also install, startup, test and qualify all equipment, train operators on new equipment and conduct start-up/safety inspection.

F.4.2 **Conduct Start-up/Safety Inspection**
F.4.3 **CD-4: Start of Operation Approval – Initiate Shakedown (DOE Core)**
F.5 **Test and qualify facility:**
Solazyme shall conduct start-up of unit operations and water checks and will start process flow by unit operations to complete a full integrated cycle. Solazyme shall facilitate an Independent Engineer Report.

F.5.4 **Shakedown complete (DOE Core)**
F.6 **Commissioning – Start of operation (DOE Core)**
G **Operate SzlBR to optimize and demonstrate integrated process:**

Solazyme shall conduct a series of major campaigns through the entire integrated process flow at SzIBR, collect extensive process data, and optimize the process parameters.

H **Optimize fermentation parameters at laboratory scale to support integrated pilot operations at SzIBR:**
Solazyme shall optimize the fermentation performance at laboratory scale in support of operations at SzIBR.

I **Generate concentrated sugars derived from lignocellulosic feedstocks:**
Solazyme shall obtain sugars derived from lignocellulosic feedstocks from subcontractors.

J **Integrated process campaign on cellulosic-derived sugars at manufacturing site:**
Solazyme will conduct at least one integrated campaign at reduced scale on cellulosic-derived sugars, collect extensive process data and test process parameters.

K **Refine algal oil from SzIBR to standard liquid transportation fuels:**
Solazyme will deliver purified algal oil generated in Task G to subcontractors that will refine the oil to standard liquid transportation fuels, including biodiesel and renewable diesel.

L **Project Management BP-2**
Solazyme shall submit financial reports, including standard and Recovery Act status reports, annual reports and updated pro formas, as well as the Interim Final Technical Report, including property disposition and IP reports. Reports will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

M **Complete commissioning of SzIBR**

M.1 **Facilitate Independent Engineers Performance Test**

M.2 **Completion of Commissioning Criteria (DOE Core)**

N **Extended Operation Period**

N.1 **Project Management**
Solazyme shall submit financial reports, the final pro forma, and the Final Technical Report, including final property disposition and final IP reports. Reports will be provided in accordance with the Federal Assistance Reporting Checklist following the instructions included therein.

Building 202/Solazyme Selective Demolition Project:

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Demolition work will consist of in the center bay of Building 202, first and second floors, consisting of a total of approximately square feet. The demolition will selectively preserve active data & communications conduits and utility through-connections essential for ongoing plant operations and supply to the current SzIBR project, thus requiring surgical demolition techniques.

Additional exterior demolition will that is adjoining Building 202 West Exterior. This area consists of approximately square feet, encompassing and will selectively preserve surrounding structural steel for reuse in the SzIBR project.

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Demolition will include

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EXEMPTION 4

The approach to selective demolition services will include:

- Analyze and safely prepare structures for demolition
- Careful consideration given to adjacent structures and active operations
- Closely coordinate tasks and schedule with site partner to work seamlessly with plant operations
- All projects are approached with the utmost concern for environmental compliance and employee safety

Estimated cost for services:

Bidding companies include

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EXEMPTION 4

American Recovery and Reinvestment Act of 2009, P.L. 111-5 (Recovery Act) Additional Budget Justification Information Applications shall provide information which validates that all laborers and mechanics on projects funded directly by or assisted in whole or in part by and through funding appropriated by the Recovery Act are paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by subchapter IV of Chapter 31 of title 40, United States Code (Davis-Bacon Act). For guidance on how to comply with this provision, see http://www.dol.gov/esa/whd/contracts/dbra.htm

To satisfy this requirement, please provide a written affirmation that you will comply with the Davis-Bacon Act, as identified above, along with

Affirmed by

Jonathan Wolfson, CEO

Solazyme Inc.

PMC123.1 - Budget Justification for SF 424A Budget

Instructions and Summary

Award Number: DE-FOA-0000096
Award Recipient: Solazyme

Date of Submission: 8/9/2011
Form submitted by: Solazyme
(May be award recipient or sub-recipient)

Please read the instructions on each page before starting.
If you have any questions, please ask your DOE contact. It will save you time!

On this form, provide detailed support for the estimated project costs identified on the SF-424A form (Budget).

- **The dollar amounts on this page must match the amounts on the associated SF-424A.**
- The award recipient and each sub-recipient with estimated costs of $100,000 or more must complete this form and a SF-424A form.
- The total budget presented on this form and on the SF424A must include both Federal (DOE), and Non-Federal (cost share) portions, thereby reflecting TOTAL PROJECT COSTS proposed.
- **For costs in each Object Class Category on the SF-424A, complete the corresponding worksheet on this form (tab at the bottom of the page).**
- **All costs incurred by the preparer's sub-recipients, vendors, contractors, consultants and Federal Research and Development Centers (FFRDCs), should be entered only in section f. Contractual. All other sections are for the costs of the preparer only.**

SUMMARY OF BUDGET CATEGORY COSTS PROPOSED

(Note: The values in this summary table are from entries made in each budget category sheet.)

CATEGORY	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Total Costs	Project Costs %	Comments (Add comments as needed)
a. Personnel						
b. Fringe Benefits						
c. Travel						
d. Equipment						
e. Supplies						
f. Contractual						
Sub-recipient						
FFRDC						
Vendor						
Total Contractual						
g. Construction						
h. Other Direct Costs						
i. Indirect Charges						
Total Project Costs	$					
Cost Share						
Cost Share as % of Total						

REDACTED
EXEMPTION 4

Additional Explanations/Comments (as necessary)

DOE Share	$969,689	$20,752,502	$31,314	$21,753,505

a. Personnel

PLEASE READ!!!

List costs solely for employees of the entity completing this form (award recipient or sub-recipient). All other personnel costs (of subrecipients or other contractual efforts of the entity preparing this) must be included under f., Contractual. This includes all consultants and FFRDCs.

Identify positions to be supported. Key personnel should be identified by title. All other personnel should be identified either by title or a group category. State the amounts of time (e.g., hours or % of time) to be expended, the composite base pay rate, total direct personnel compensation and identify the rate basis (e.g., actual salary, labor distribution report, technical estimate, state civil service rates, etc.).

Add rows as needed. Formulas/calculations will need to be entered by the preparer of this form. Please enter formulas as shown in the example.

Task # and Title	Position Title	Budget Period 1			Budget Period 2			Budget Period 3			Project Total Hours	Project Total Dollars	Rate Basis
		Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 1	Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 2	Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 3			
1. Generation 2A Receiver Design		10000											
EXAMPLE													
ONLY!!!													

REDACTED
EXEMPTION 4

Task # and Title	Position Title	Budget Period 1			Budget Period 2			Budget Period 3			Project Total Hours	Project Total Dollars	Rate Basis
		Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 1	Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 2	Time (Hours)	Pay Rate ($/Hr)	Total Budget Period 3			
	Total Personnel Costs												

REDACTED
EXEMPTION 4

Additional Explanations/Comments (as necessary)

b. Fringe Benefits

	Budget Period 1	Budget Period 2	Budget Period 3	Total
Rate applied:				
Total fringe requested:			REDACTED EXEMPTION 4	

A federally approved fringe benefit rate agreement, or a proposed rate supported and agreed upon by DOE for estimating purposes is required if reimbursement for fringe benefits is requested. Please check (X) one of the options below and provide the requested information, if it has not already been provided to the Contracting Officer, OR if it has changed since it was. Calculate the fringe rate and enter the total amount in Section B, line 6.b. ("Fringe Benefits") of form SF-424A.

____ **A fringe benefit rate has been negotiated with, or approved by, a federal government agency. A copy of the latest rate agreement is included with this application, and will be provided electronically to the Contracting Officer for this project.**
(When this option is selected, a presentation of the budget that demonstrates the appliction of the approved rate, to arrive at the proposed fringes benefits dollars should also be provided.)

X **There is not a current, federally approved rate agreement negotiated and available.**
(When this option is checked, the entity preparing this form shall submit a rate proposal in the format provided at the following website, or a format that provides the same level of information and which will support the rates being proposed for use in performance of the proposed project. Go to https://www.eere-pmc.energy.gov/forms.aspx and select PMC 400.2 Sample Rate Proposal.)

Additional explanation/comments (as necessary)

REDACTED
EXEMPTION 4

c. Travel

PLEASE READ!!!

Provide travel detail as requested below, identifying total Foreign and Domestic Travel as separate items. Purpose of travel are items such as professional conference, DOE sponsored meeting, project management meeting, etc. The Basis for Estimating Costs are items such as past trips, current quotations, Federal Travel Regulations, etc.

All listed travel must be necessary for performance of the Statement of Projecct Objectives.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

Purpose of travel	No. of Travelers	Depart From (not required for domestic travel)	Destination (not required for domestic travel)	No. of Days	Cost per Traveler	Cost per Trip	Basis for Estimating Costs
Budget Period 1							
Domestic Travel							
EXAMPLE ONLY!!! Visit to PV cell mfr. to set up vendor agreement							
			REDACTED EXEMPTION 4				
Domestic Travel subtotal							
International Travel							
International Travel subtotal							
Budget Period 1 Total							
Budget Period 2							
Domestic Travel							
			REDACTED EXEMPTION 4				

Purpose of travel	No. of Travelers	Depart From (not required for domestic travel)	Destination (not required for domestic travel)	No. of Days	Cost per Traveler	Cost per Trip	Basis for Estimating Costs
		REDACTED EXEMPTION 4					
Domestic Travel subtotal							
International Travel							
International Travel subtotal							
Budget Period 2 Total							
		Budget Period 3					
Domestic Travel							
Domestic Travel subtotal							
International Travel							
		REDACTED EXEMPTION 4					
International Travel subtotal							
Budget Period 3 Total							
PROJECT TOTAL							

Additional Explanations/Comments (as necessary)

d. Equipment

PLEASE READ!!!

Equipment is generally defined as an item with an acquisition cost greater than $5,000 and a useful life expectancy of more than one year. Further definitions can be found at 10 CFR 600 found on the PMC Recipient Resources Forms page at https://www.eere-pmc.energy.gov/Forms.aspx#regs .

List all proposed equipment below, providing a basis of cost such as vendor quotes, catalog prices, prior invoices, etc., and briefly justifying its need as it applies to the Statement of Project Objectives. If it is existing equipment, and the value of its contribution to the project budget is being shown as cost share, provide logical support for the estimated value shown. If it is new equipment which will retain a useful life upon completion of the project, provide logical support for the estimated value shown.

For equipment over $50,000 in price, also include a copy of the associated vendor quote or catalog price list.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

Equipment Item	Qty	Unit Cost	Total Cost	Basis of Cost	Justification of need
Budget Period 1					
EXAMPLE ONLY!!! Thermal shock chamber					
				REDACTED EXEMPTION 4	
Budget Period 1 Total					
Budget Period 2					
				REDACTED EXEMPTION 4	
Budget Period 2 Total					
Budget Period 3					
				REDACTED EXEMPTION 4	

Equipment Item	Qty	Unit Cost	Total Cost	Basis of Cost	Justification of need
				REDACTED	
				EXEMPTION 4	
Budget Period 3 Total					
PROJECT TOTAL					

Additional Explanations/Comments (as necessary)

REDACTED
EXEMPTION 4

e. Supplies

PLEASE READ!!!

Supplies are generally defined as an item with an acquisition cost of $5,000 or less and a useful life expectancy of less than one year. Supplies are generally consumed during the project performance. Further definitions can be found at 10 CFR 600 found on the PMC Recipient Resources Forms page at https://www.eere-pmc.energy.gov/Forms.aspx#regs.

List all proposed supplies below, providing a bases of cost such as vendor quotes, catalog prices, prior invoices, etc., and briefly justifying the need for the Supplies as they apply to the Statement of Project Objectives. Note that Supply items must be direct costs to the project at this budget category, and not duplicative of supply costs included in the indirect pool that is the basis of the indirect rate applied for this project.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

General Category of Supplies	Qty	Unit Cost	Total Cost	Basis of Cost	Justification of need
Budget Period 1					
EXAMPLE ONLY!!! Wireless DAS components					
				REDACTED EXEMPTION 4	
Budget Period 1 Total					
Budget Period 2					
				REDACTED EXEMPTION 4	
Budget Period 2 Total					
Budget Period 3					

General Category of Supplies	Qty	Unit Cost	Total Cost	Basis of Cost	Justification of need
				REDACTED EXEMPTION 4	
Budget Period 3 Total					
PROJECT TOTAL					

dditional Explanati... ...ments (as necessary)

REDACTED
EXEMPTION 4

f. Contractual

PLEASE READ!!!

The entity completing this form must provide all costs related to sub-recipients, vendors, contractors, consultants and FFRDC partners in the applicable boxes below.

Sub-recipients (partners, sub-awardees):
For each sub-recipient with total project costs of $100,000 or more, a separate SF-424A budget and PMC123.1 budget justification form must be submitted. These sub-recipient forms may be completed by either the sub-recipients themselves or by the preparer of this form. The budget totals on the sub-recipient's forms must match the sub-recipeint entries below.

The preparer of this form need only provide further support of the completed sub-recipient budget forms as they deem necessary. The support to justify the budgets of sub-recipients with estimated costs less than $100,000 may be in any format, and at a minimum should provide what Statement of Project Objectives task(s) are being performed, the purpose/need for the effort, and a basis of the estimated costs that is considered sufficient for DOE evaluation.

Vendors (includes contractors and consultants):
List all vendors, contractors and consultants supplying commercial supplies or services used to support the project. The support to justify vendor costs (in any amount) should provide the purpose for the products or services and a basis of the estimated costs that is considered sufficient for DOE evaluation.

Federal Research and Development Centers (FFRDCs):
For FFRDC partners, award recipient will provide a Field Work Proposal (if not already provided with the original application), along with the FFRDC labor mix and hours, by category and FFRDC major purchases greater than $25,000, including Quantity, Unit Cost, Basis of Cost, and Justification. The award recipient may allow the FFRDC to provide this information directly to DOE.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

Sub-Recipient Name/Organization	Purpose/Tasks in SOPO	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Project Total
EXAMPLE ONLY!!! XYZ Corp.					
	REDACTED EXEMPTION 4				

Sub-Recipient Name/Organization	Purpose/Tasks in SOPO	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Project Total
	Sub-total				

Vendor Name/Organization	Product or Service, Purpose/Need and Basis of Cost (Provide additional support at bottom of page as needed)	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Project Total
EXAMPLE ONLY!!! ABC Corp.					
	REDACTED EXEMPTION 4				

FFRDC Name/Organization	Purpose	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Project Total
	REDACTED EXEMPTION 4				

Total Contractual					

AdditionalExplanations/Comments (as necessary)

REDACTED
EXEMPTION 4

g. Construction

PLEASE READ!!!

Construction, for the purpose of budgeting, is defined as all types of work done on a particular building, including erecting, altering, or remodeling. Construction conducted by the award recipient is entered on this page. Any construction work that is performed by a vendor or subrecipient to the award recipient should be entered under f. Contractual.

List all proposed construction below, providing a basis of cost such as engineering estimates, prior construction, etc., and briefly justify its need as it applies to the Statement of Project Objectives.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

verall description of construction actiivities:

Example Only!!! - Build wind turbine platform

General Description	Cost	Basis of Cost	Justification of need
Budget Period 1			
Three days of excavation for platform site EXAMPLE ONLY!!!			
		REDACTED EXEMPTION 4	
Budget Period 1 Total	**$0**		
Budget Period 2			

REDACTED
EXEMPTION 4

General Description	Cost	Basis of Cost	Justification of need
		REDACTED EXEMPTION 4	
Budget Period 2 Total			
Budget Period 3			
		REDACTED EXEMPTION 4	
Budget Period 3 Total			
PROJECT TOTAL			

Additional Explanations/Comments (as necessary)

g. Construction