Attachment A Personnel (Appendix A)

PERSONNEL (APPENDIX A)

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Effective Date: October 1, 2009

Section 1, Introduction

This Appendix is intended to document the principles and measures for evaluation of items of allowable personnel costs and related expenses not specifically addressed elsewhere under this Contract. Any changes to the personnel policies or practices in place as of the effective date of this Contract which would significantly increase costs, (i.e., $100k or more on an annual basis), except as otherwise specifically provided, are subject to approval in advance by the Contracting Officer.

NREL's Human Resources Management Programs will comply with the Federal Acquisitions Regulations (FAR) costs principles and FAR contract clauses, as supplemented by the Department of Energy Acquisition Regulations(DEAR), the Federal Travel Regulations (FTR), as well as all applicable provisions of this Contract, including but not limited to Clauses H.3 and H.4, for all HR programs including but not limited to Compensation, Health and Welfare Benefits, Pension Plans, Training and Development, Employee Morale, Professional Society Memberships, Employee and Labor Relations, Diversity/Equal Employment Opportunity/Affirmative Action, Recruitment, Retention, Deployment and Relocation. The Contractor shall use effective management review procedures and internal controls to assure compliance with the FAR and DEAR.

Either party may request that this Appendix be revised, and the parties hereto agree to give consideration in good faith to any such request. Revisions to this Appendix shall be accomplished by executing a contract modification as approved by the Contracting Officer. When revisions to this Appendix are agreed upon, revised pages will be issued reflecting such changes and the effective date of such changes.

The Laboratory Director may make exceptions to the provisions of Appendix A when such exceptions are in the best interest of contract operations, beneficial to the government, or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.

The Contractor shall promptly furnish all reports and information required or otherwise indicated in this Appendix to the Contracting Officer or designated representative. The Contractor and the Department of Energy (DOE) recognize that other data requests may be made from time to time, and the parties agree to cooperate in meeting such requests.

In accordance with Clause H.1, "No Third Party Beneficiaries," the parties hereto agree that this Appendix A does not grant, vest, create, or infer any right of action

or any other right or benefit upon past, present, or future employees of the Contractor.

Section 2. Human Resource Compensation Plan

The Human Resource Compensation Plan (HRCP), previously submitted and approved by DOE in accordance with Clause H.3 describes the Contractor's policies regarding compensation, pension and other benefits and how these policies will support at reasonable cost the effective recruitment, retention, development and deployment of a highly skilled, motivated, experienced , and diverse workforce and align with critical contract vision components, contract performance metrics and measures developed in partnership with DOE and detailed as part of Attachment J-Performance Evaluation Measurement Plan.

Section 3. Compensation

1. General Provisions

The HRCP, also referred to as "Total Rewards Program", including the concept of variable pay, has previously been approved by the Contracting Officer. The variable plan design will be submitted for Contracting Officer approval. Any new program design and or material changes will be submitted for review and approval of the Contracting Officer. This does not include variable pay incentive compensation for individuals who are part of the ALT (Alliance Leadership Team) including seconded or assigned employees

Compensation Standards – The Contractor and DOE agree that the elements below will be included in the Laboratory's compensation system and will be the basis upon which DOE will evaluate the Contractor's self-assessment required under Clause H.3(c) of this contract. The elements are as follows:

- Philosophy and strategy for all pay delivery programs;
- Method for establishing the internal value of jobs;
- Method for relating the internal value of jobs to the external market;
- System that links individual and/or group performance to compensation decisions;
- Method for planning and monitoring the expenditure of funds;
- Method for ensuring compliance with applicable laws and regulations;

- System for communicating the program to employees; and
- System for internal controls and self-assessment

2. Administration

The administration of wages and salaries of exempt and nonexempt employees shall be carried out in accordance with:

a. Sound wage and salary administration principles;
b. Equitable treatment of personnel on a definitive, systematic basis;
c. Economic business practices, good compensation practices, and judicious expenditure of public funds;
d. Applicable laws and regulations such as the Fair Labor Standards Act, Equal Pay Act of 1963, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964;
e. Standards of reasonableness as contemplated by FAR Subpart 31.205-6.

The objectives of the Laboratory Compensation Program are to provide market competitive total compensation opportunities for employees and to tie compensation increase opportunities to performance.

Within the limits of fiscal resources available annually, every effort is made to offer and maintain market competitive compensation that will attract and retain a highly skilled, motivated, experienced, and diverse workforce. Individual employee compensation is reviewed at least annually. Base pay increases and variable pay awards are based on market position and performance; however, increases are given at the discretion of management and are not assured.

3. Performance Evaluation System

The Contractor will maintain a performance evaluation system to appraise employee performance on an ongoing basis, including an annual written assessment.

4. Compensation Increase Plan (CIP)

The Contractor shall submit an annual Compensation Increase Plan (CIP) on or before October 31.

The CIP will be calculated using base salaries on the date of the fund calculation. Contractor must justify merit, promotion, and special adjustment funds separately; however, once approved, the Contractor may expend the total fund approved as needed to support pay needs of the Laboratory.

5. Guidance for CIP Promotional Funds:

A promotion is defined as a move to a job in a higher grade. Promotion funds include promotions for regular and temporary employees.

6. Compensation Procedures and Guidelines

The annual effective date of the merit increase shall be the first pay period beginning on or after January 1 or as soon thereafter as is practicable following CIP approval from DOE. If the Contracting Officer approval is not received in sufficient time to allow implementation as of that date, a retroactive payment adjustment will be made as soon as practicable after Contracting Officer approval is obtained.

7. Approval of Individual Compensation Actions

Individual compensation actions for the following positions or types of actions set forth below will require the prior written approval of the Contracting Officer. Salaries requiring DOE Contracting Officer prior approval will be submitted to DOE in sufficient time to be implemented before the proposed effective date, except under extraordinary circumstances approved by the Laboratory Director and the Contracting Officer.

The Contracting Officer shall approve in advance individual salary actions for:

a. The Laboratory Director and other Alliance key personnel including those who are seconded /assigned

b. Any new hire or transfer to the Contractor resulting in allowable annual compensation where the employee will occupy one of the positions described in a;

c. Any increase resulting in a base salary of 25 percent or more above the salary range maximum for the year in which the salary action is effective; and

d. Any combination of increases in a compensation plan year for any individual that together exceed 25 percent of the employee's salary at the beginning of the salary year, except as provided in e. below or unless such increase is part of a separate, special adjustment package approved by DOE or is necessary to bring the salary of an employee to the minimum salary level for the position.

Justification documentation shall include information in support of mission goals, business lines, relative size of budget and number of employees supervised, educational/experience data supporting the proposed salary, and both internal and external market comparative data.

No commitments shall be made to employees regarding compensation actions covered by this section until Contracting Officer approval has been obtained; however, in exceptional circumstances, e.g., new critical hire, the parties agree that nothing herein shall preclude a retroactive approval by the Contracting Officer.

Those actions requiring Contracting Officer approval shall have the prior approval of the Laboratory Director. The Director's compensation shall be approved by the Alliance Board of Directors before submission for DOE approval.

The Contractor will review compensation actions for seconded/assigned positions to ensure conformance with applicable laws, regulations and policies.

Section 4. Additional Pay Programs

1. Variable Pay

Variable Pay Programs defined as sign-on, retention, and incentive compensation will be funded through the annual CIP and will not exceed DOE approved levels as stated in the plans.

2 . Premium Pay

The following forms of premium pay will be considered allowable:

~~a.~~ Overtime Pay – One and one-half times the nonexempt employee's regular straight time rate, including shift differential and other pay types, as

required by applicable state and federal law, for hours worked and paid leave, including hours for emergency personnel during lab closures.

b. Differential Pay – Applied to base compensation when necessary to meet recruitment requirements in the following situations: offsite assignments (location differential); interim assignments; acting roles; or special skills necessary for temporary assignments.

c. Shift Differential Pay– The laboratory workday will be separated into three eight-hour shifts. A shift includes all work performed by an employee, at least three-fourths of whose regularly schedule working hours are as specified below:

- First Shift = 8:00 a.m. to 5:00 p.m.
- Second Shift = 4:00 p.m. to 12:30 a.m.
- Third Shift = 12:00 p.m. to 8:30 a.m.

Shift differential pay shall be established for employees working second and third shifts at an hourly premium added to the employee's standard hourly pay. Third shift pay is at a higher premium than second shift pay. The premium rates are to be evaluated and approved as part of the annual CIP.

d. Lead Differential Pay – Paid to a non-exempt employee in a lead capacity for approved positions or situations.

e. On-Call Pay - Paid to a nonexempt employee who is regularly scheduled to provide coverage outside his or her scheduled workday for a period of seven days or more.

f. Emergency Closure Pay – Pay provisions for nonexempt employees responsible for providing critical services during such time that the Laboratory Director and or the DOE Golden Field Office manager determine that it is necessary to close the Laboratory due to an emergency or any other situation.

Section 5. Payments for Separations

1. Voluntary Separations

For employees who voluntarily resign their employment, the following costs are allowable:

a. Lump sum payment covering the notice period remaining at the time the employee leaves, not to exceed 10 working days for a nonexempt employee or 20 working days for an exempt employee.

b. Paying a staff member when placed on leave of absence during their notice period.

2. Involuntary Separation in Lieu of Litigation

a. Notwithstanding Clause H.3(e)(3)(iii), and to avoid litigation with employees who are or would be terminated, the following costs are allowable as approved by NREL's Deputy Director/Chief Operating Officer with prior concurrence of the HR Director, and the approval of the Contracting Officer.

b. Contractor shall provide a justification package to the Contracting Officer reasonably in advance of its intended use of this provision of appendix A, which package shall include the total proposed allowable cost to the Government consistent with the provisions of paragraphs c, d, and e below.

c. Individuals who resign in lieu of termination and execute a general release, may be compensated in an amount not to exceed their maximum applicable severance pay under a reduction-in-force plus no more than an additional thirty (30) days of pay except when the individual is a member of senior management, and provided their maximum applicable severance is 26 weeks, said maximum additional compensation may be up to $100,000;

d. Extended Benefits: Extended benefits coverage may be offered on a case-by-case basis to affected employees. The Laboratory may elect to pay the employer portion of the medical, dental, and/or vision insurance premium as it applies to their COBRA premium or another arrangement; and

e. Outplacement or Career Transition Service: These services up to a reasonable and customary amount may be offered on a case-by-case basis.

3. Reduction-in-Force (RIF)

The following allowable costs are provided when an employee is being terminated through a RIF:

a. Severance Pay Benefit:

(1) Less than one year of service with the Laboratory- Two Weeks Pay;

(2) Laboratory Employees with less than one year of service who were relocated - Four Weeks Pay; and

(3) Staff Members with more than one year of service with the Laboratory – Two weeks pay per year of service up to a maximum of 26 weeks.

b. Extended Benefits: Extended benefits coverage may be offered on a case-by-case basis to affected employees with the prior concurrence of the HR Director and approval by the NREL Deputy Laboratory Director/Chief Operating Officer. The Laboratory may elect to pay the employer portion of the medical, dental, and/or vision insurance premium as it applies to their COBRA premium or another arrangement.

c. Outplacement or Career Transition Service: These services up to a reasonable and customary amount may be offered on a case-by-case basis with prior concurrence of the HR Director.

Section 6. Employee Welfare Benefit Programs

1. General Group Insurance Plans

The Contractor will be reimbursed for all costs incurred in implementing, administering, and funding comprehensive Group Insurance Plans. Initial implementation or substantial changes involving increased costs greater than $100,000 require prior Contracting Officer approval. The features of these plans are set forth in policies and summary plan descriptions. These plans will be administered consistently in accordance with Plan Documents, insurance contracts, applicable laws and fiduciary responsibilities.

The Laboratory has in effect the following benefit plans that are approved by DOE:

- Medical and Dental Plans;
- Vision Plan;

- Flexible Spending Accounts;
- Business Travel Accident Insurance;
- Life & Accidental Death Insurance;
- Dependent Life Insurance;
- Long Term Disability Insurance; and
- Employee Assistance Program.

The Contractor will periodically review the Plans to assure plan designs represent good business practices regarding the incorporation of cost containment features, and to assure the overall benefit package is reasonable from a total compensation philosophy and as set forth in Clause H.3 "Employee Compensation: Pay and Benefits," and the HRCP.

In further consideration of the concept of distributed NREL, costs associated with purchasing separate benefit plans for employees on temporary off-site assignments/location change where required by applicable State or foreign law, are allowable. For such cases, employee contributions will not be mandatory.

2. Contractor Service for Purposes of Benefits

Should an employee of the Contractor be laid off and subsequently rehired within a twelve (12) month period, the recognized Contractor service will be considered continuous if the employee repays all severance pay they received at termination.

3. Workers' Compensation

a. The Contractor self-insures Workers' Compensation, which covers expenses resulting from on-the-job injuries and occupational illnesses, as well as an allowance for lost time. Compensation or allowances for medical expenses, time lost, and/or disability will be made in accordance with the applicable State Compensation Law. The Contractor is required to report certain incidents to DOE via the Computerized Accident and Incident Reporting System (CAIRS) that are also reportable under Workers' Compensation requirements.

b. Reimbursement for Time Lost. An employee who suffers a job-related accident or illness will receive full compensation reduced by Workers' Compensation pay from the Contractor for time lost up to and including 90 days.

c. Reimbursement for Medical Expenses. Medical expenses will be reimbursed in accordance with applicable State Compensation Law for reimbursement of

medical expenses, including drugs, treatments, doctor visits, and hospital expenses incurred due to a job-related accident or illness.

d. The Contractor will be required to:

(1) Submit an annual report to the Contracting Officer on all Workers' Compensation claims reserved at $25,000 and above.

(2) Conduct a quarterly review of all new and open claims, including trend analysis. Participation in the quarterly review will be open to the Contracting Officer or designated DOE representative.

e. All settlements of Workers' Compensation claims of $100,000 or more must receive prior Contracting Officer approval.

Section 7. Retirement Plans

1. Defined Benefit Plan

The Contractor will maintain a separate pension plan for employees of the Laboratory as set forth in Clause H.3 "Employee Compensation: Pay and Benefits."

2. Group Tax Sheltered Plans

The Contractor will provide a 403(b) Group Tax Sheltered Annuity Plan for all employees who meet the eligibility requirements of attaining age 21 and completing one year of employment with 1,000 hours of service.

The Contractor will make monthly contributions under this Plan towards the purchase of an annuity contract for each eligible participant at the rate of 2.5 percent of each participant's bi-weekly compensation.

3. 457 (b) Deferred Compensation Plan

The Contractor will provide a 457(b) Deferred Compensation Plan for employees who meet certain qualifications as determined by the Contractor.

Section 8. Programs Involving Employee Absence from the Workplace

1. Paid Leave Program

The Laboratory will provide a reasonable and cost effective paid leave program. Such costs are allowable under this Contract and are administered in accordance

with applicable NREL policies. Substantial changes to the paid leave plans or policies which result in increased costs in excess of $100,000, will be provided to the Contracting Officer for approval.

a. Holidays – A maximum of eighty hours of holiday pay will be credited each calendar year and employees will be paid for their regularly scheduled hours at the base rate.

b. Personal Time Off (PTO) – To be used for vacations, personal and family illness, and to conduct personal business. PTO is accrued at the following rate:

- Less than 2 years – 15 days/year
- 2-10 years completed – 20 days/year
- 11-15 years completed – 23 days/year
- 16-20 years completed – 25 days/year
- 20 years and more – 26 days/year
- Senior level personnel will accrue at 26 days/year
- Maximum PTO accrual that may be carried over into the following calendar year: to 15 years – 30 days; 15 years and more – 35 days

(1) PTO above the maximum accrual may be carried over from one year to the next, with approval of the cognizant ALT member, where work schedules do not permit the employee to use the PTO;

(2) up to one week accrued PTO eligibility may be granted to new employees, with the approval of the HR Director, when such an entitlement is necessary to successfully hire the mission critical senior or key employee.

c. Extended Sick Leave (ESL) – To be used for personal non-occupational illnesses or injuries when such illnesses or injuries exceed 3 consecutive work days, chronic medical conditions, and hospitalization. In the event of a public health threat potential, the Laboratory may approve the use of ESL from the first day of illness. ESL is accrued at the following rate:

- Less than 2 years – 12 days/year
- 2 years and more – 15 days/year
- Maximum accrual 520 hours

d. Short-Term Disability – For periods of disability extending beyond ten (10) working days or 14 calendar days income is provided in the amount of 66.67

percent of employee's base compensation. Coverage begins on the 15th calendar day or when all accrued ESL has been exhausted, and may continue through the 90th calendar day of disability; at such time Long-Term Disability begins (if eligible).

e. Part-time Employees – Will be eligible for holiday pay, Personal Time Off, Extended Sick Leave, and Short-term Disability at their regular base rate of pay, for the number of hours they are regularly scheduled to work, which is prorated on a 40-hour week.

2. Miscellaneous Paid Leave

a. Leave Donation – Enables employees to donate a portion of their accrued PTO in a calendar year to support employees who have exhausted their PTO due to their own serious illness/injury or in caring for a seriously ill/injured eligible family household member. The employee must have at least 80 hours of their accrued PTO balance remaining after donation.

b. Extended Sick Leave for Family Illness, Birth, and Adoption – Employees may take up to 80 hours of their accrued ESL in a calendar year for family illness, birth and/or adoption of a child.

c. Bereavement, Court, Military, Blood Donation, and Voting– Will be administered in accordance with applicable NREL policies.

3. Unpaid Leaves of Absence.

a. The Laboratory will not count periods of approved leave without pay as Contractor service except as required by law or government regulation. The effect of leave without pay on retirement and group insurance plans is governed by the group insurance and retirement plan policies in effect at the time the leave begins in accordance with applicable law and Contractor policy.

b. Leaves of absence without pay will be administered in accordance with applicable NREL unpaid leave policies, and include leaves such as: Personal Leave, Education Leave, Military and Family Medical Leave Act (FMLA).

4. Required Absence from the Laboratory

Wages or salaries paid to employees when site access is suspended by the Laboratory because of a Safety, Security or other legal concern for the Laboratory will be allowable costs under the following conditions:

If a reasonable position for transfer is not available which does not require access authorization or the staff member cannot work from home, the Deputy laboratory Director/Chief Operating Officer may place the employee on leave with pay at his or her base compensation until final disposition of the matter. A leave with pay for more than one month will require the Contracting Officer's concurrence that no positions are available to which the employee might reasonably be transferred or that the employee cannot work at home.

5. Other Programs Involving Leave of Absence from the Laboratory

Programs to enhance research, leadership development, commercialization, and entrepreneurialism will be allowable under the Contract. The Laboratory will administer these programs in accordance with applicable NREL Policies. The programs include:

a. Sabbatical – Must relate to the Laboratory mission and the employee's career development. The Laboratory may partially fund the employee's salary. Sabbaticals are approved for a one-year period. Upon returning to NREL, the employee resumes employment at a level equivalent in pay, responsibilities, duties, and status.

b. Commercialization/Industrial Leave – Enables employees to work for an outside company to encourage the effective transfer and commercialization of an NREL developed technology to the commercial sector. Leaves are granted for 12 months, and may be extended with prior approval by the cognizant Executive Management Team (EMT) member. Upon returning to NREL, the employee resumes employment at a level equivalent in pay, responsibilities, duties, and status.

c. Joint Appointments – May be initiated with a university to foster cooperation and facilitate interrelations between NREL and the academic community. May be an NREL employee appointment to a host university or a university faculty appointment to NREL as the host. Joint Appointments are approved for up to a full year term, and may be extended subject to satisfactory performance. The appointee remains an employee of his or her home institution.

Section 9. Employee Learning, Development and Education

1. General

a. The Laboratory shall establish learning, education and development programs that are consistent with DOE requirements and guidance, industry standards, Federal, State and local regulations, and other compliance requirements. These programs are specifically designed or offered to ensure that employees are well-qualified and competent to manage facilities and meet the Laboratory's mission through administrative, professional and technical excellence.

b. The Laboratory may permit regular employees to attend learning and development activities during their normal working hours while receiving full pay in order to enable them to acquire the needed skills to qualify them for other jobs within the Laboratory, maintain competence, and/or stay current in their field of study or discipline.

2. Tuition Reimbursement – Educational Support

The Laboratory may approve and support the educational courses taken by employees that serve to improve efficiency and productivity of Laboratory operations, increase and enhance needed skills, or prepare employees for increased responsibilities in accordance with the Laboratory's learning, development, and education policies.

3. Research Participant Program

The Laboratory may sponsor Research Participant Programs (RPPs) which are designed to encourage participation in Laboratory activities by students enrolled in accredited colleges (community colleges) and universities, post doctoral researchers, research associates, senior research associates, sabbaticals, and visiting professionals. This program enables participants to contribute to research and transfer of technology resulting from that research

Section 10. Employee Programs

Costs for employee programs, administered in accordance with applicable NREL Policies are allowable under the Contract .

1. Employee Health, Welfare, Morale, and Wellness Programs and Activities.

The Contractor establishes and maintains programs to boost morale, promote goodwill, physical fitness, and wellness. Recreation and morale activities include activities such as softball, bowling, basketball, and other recreational activities. Wellness activities to promote employee health and fitness include activities such as health club reimbursement, weight loss, smoking cessation, exercise, nutrition, and stress management. A yearly budget will be submitted as part of the cost proposal. The allocation of monies to various activities will be at the discretion of the Contractor. The Contractor shall submit, on a fiscal year basis, an annual report to the Contracting Officer detailing how the recreation and morale funds were disbursed.

2. Recognition Programs

a. The Contractor establishes non-cash employee recognition programs which include such things as plaques, certificates of achievement, , employee service awards, Safety, Diversity, Mentor of the Year, Carrying the Torch and Staff Awards.

b. The Contractor establishes cash recognition awards as referred to in the Total Rewards Plan such as; Spot Awards, Chairman's and Director's Awards, Technology Transfer Award, Invention Incentive Award, Significant Accomplishment Award, Technical Publication Award, National Technology Award, Inventor of the Year, and Employee of the Month designations.

3. Reimbursement for Memberships, Professional Fees, Dues, and Licenses

Costs incurred for employees' membership fees, licenses, certifications, and subscriptions to trade, business, professional, or other technical periodicals.

4. Clothing and Equipment Program

Costs for the purchase of special laboratory clothing, guard uniforms, safety shoes, and special and/or safety equipment for use by designated employees.

5. Medical Program

a. A clinic will be provided for medical care of occupational injuries and to provide relief for minor physical complaints of employees and other personnel while on site at the Laboratory. An occupational health nurse will be in attendance during day working hours.

b. The Contractor reserves the right to request any employee or seconded/assigned staff, at the Laboratory's cost, to submit to a medical examination to determine the employee's capability to perform his/her assigned task. Reasonable costs of external medical exams will be reimbursed.

6. Emeritus Nomination and Appointment Program

The Emeritus program provides opportunities to extend the period of association with retired scientists and engineers, or other retired employees who have

demonstrated outstanding and significant leadership in their respective fields. Individuals with emeritus status are not considered Contractor employees. Reasonable costs associated with an Emeritus Nomination and Appointment program such as office space, phone, travel, etc. are allowable.

7. Community Programs

The costs of participating in community and volunteer activities, including the costs of employee time, that are intended to promote stakeholder and community outreach to the extent that participation does not adversely impact the Laboratory's mission and goals will be allowable.

8. Workplace Substance Abuse Program

Costs consistent with the minimum requirements of 10 CFR Part 707, Workplace Substance Abuse programs at DOE sites.

9. Costs for the following miscellaneous programs:

- Commuting and mass transportation assistance - such as bus, subway, metro passes, and van and car pool expenses; and
- Telecommuting – maximum reasonable costs will apply to items such as such as laptops, cell phones, broadband network access, personal data assistants, and printers.

10. Gainsharing

In accordance with NREL policy, the costs of a gain sharing program, including cash rewards to employees based on savings achieved, to encourage employees to participate in "Frequent Flyer" programs, convert frequent flyer miles with free airline tickets for use in official NREL travel, combine personal and business travel to achieve reduced costs, to incur lodging costs below approved lodging rates, etc. are allowable.

Section 11. Travel and Relocation

Costs for domestic business travel, foreign business travel, subsistence and relocation expenses of employees will be in accordance with applicable provisions of the FAR, the DEAR, the Federal Travel Regulations, the Internal Revenue Service mileage allowance, and established applicable NREL policies and procedures. In the event of a conflict between the FAR, DEAR, and the FTR, the most liberal regulation will govern as identified in an attachment to be provided. In addition, any business trip to a single domestic location involving more than thirty (30) consecutive calendar days will be subject to the 55%

limitation described in section 4, item a) below commencing on the thirty first (31) calendar day.

The Contractor may deviate in specific instances where it is determined to be economically advantageous to the DOE and to the extent such deviations conform to pertinent regulations and law; provided, further that no such deviation shall be permitted with respect to either the 55% limitation contained above or section 4, items a) and b) below.

The Contractor will maintain records based on its determination to deviate in specific instances sufficient for audit review. The HR Director approves exceptions to the provisions described herein that are within FAR, DEAR, and FTR regulations.

1. Relocation costs are those cost associated with:

   a. the permanent or temporary change of duty station of an existing employee;

   b. the recruitment of a new employee hired under regular or a temporary status; and

   c. a new employee hired into the research participant program, to include post doctoral researchers, research associates, sabbatical, and interns.

2. Interim Recruitment Tools

Other relocation enhancements (example: Hiring Bonus) may be considered allowable up to $50,000, within funding guidelines defined within the annual CIP, for a new senior level employee, based on economic conditions at the time relocation is initiated. Additionally, NREL may provide payments for increased employee income and Federal Insurance Contributions Act taxes (gross-up) incident to allowable reimbursed relocation costs. Both require HR Director concurrence and approval by the cognizant senior manager.

3. Research Participant Program Housing Allowance

If the residence is more than 50 miles away from the Laboratory, research participants may receive a monthly housing allowance, administered in accordance with applicable NREL policies, based on local market conditions and not to exceed $1,000 a month.

4. Temporary Off-Site Assignments/Location Change

Temporary Off-Site Assignments are for periods of 180 – 364 days and must have advance approval by the cognizant Center/Office Director. Assignments extending for more than one year must have advance approval by the cognizant EMT member. Costs associated with the relocation of employees to a temporary work assignment in excess of 50-miles from the employee's regular work location are allowable. NREL may provide payments for increased employee income and Federal Insurance Contributions Act taxes (gross-up) incident to allowable reimbursed relocation costs associated with assignments extending over one year. Effective June 1, 2012, new domestic off-site assignments will be administered in accordance

with revised Off-site Assignment policies incorporating the following changes and do not require Contracting Officer approval:

a. After thirty (30) calendar days, lodging will be limited to actual expenses, and together with other subsidies such as M&IE, rent, utilities, phone and furniture rental, the total will be limited to 55% of the Federal per diem rate; and

b. Costs associated with salary premiums, per diem, lodging and other subsidies for employees on off-site assignments after 3 years will not be allowable.

Off-site Assignments approved prior to June 1, 2012, will be administered in accordance with previously approved Off-site Assignment Policies, and do not require Contracting Officer approval.

5. Miscellaneous Expenses Allowance

Costs in connection with temporary off-site assignments: A one- time payment in lieu of actual costs for expenses such as automobile registration, driver's license, and basic home maintenance of the primary residence property:

a. Assignments of six to nine months in length - $600

b. Assignments over 9 months to one year in length: $1,200

6. Trips Home

Costs in connection with relocation and temporary off-site assignments:

a. Relocation. One trip to the point from which the employee is relocating; transportation, lodging, M&IE, and car rental. Additional trips to the point of departure are approved by the Human Resources Office Director to support mission critical recruitment.

b. Temporary Off-Site Assignments. Unaccompanied employees may return home once each 3-week period, as long as three weeks are remaining on the assignment. In addition, with Center/Office Director approval, the Laboratory may reimburse costs for a guest to join the employee in the temporary off-site location. Accompanied employees if they are home owners, may be allowed to return home up to four times during a 12-month assignment in order to assure their home is secure.

Section 12. Recruitment

The Contractor may incur reasonable and customary expenses necessary to recruit staff for a world class laboratory.

1. Transportation for interviewees to and from their home, lodging, meals, incidental and other expenses incurred during their stay for the interview. When approved on a case-by-case basis by the Human Resources Office Director, the same expenses are allowable for spouses and family members of interviewees being considered to support the recruitment efforts for mission critical positions.

2. Costs associated with pre-employment screening, including the costs of the interviewee travel to and from his/her home to a contractor-specified location for the purposes of medical evaluation or drug testing, when required, for the position being considered

3. Reasonable costs for advertising, marketing materials, office expenses, and employee travel in support of recruitment outreach.

4. Use of employment agencies, candidate's databases or networking tools will be allowed not in excess of standard commercial rates.

5. Payments to staff members under the NREL Employee Referral Bonus Plan.

6. Payment of a hiring bonus to reimburse for educational loan repayments required by a past employer up to $10,000, to new hires in mission critical positions up to CIP approved funding limits.

dix A – Attachment - Section 11. Travel and Relocation.

or domestic business travel, foreign business travel, subsistence and relocation expenses of employees will be in accordance with applicable provisions of the FAR, the DEAR, the Federal Trav ions, the Internal Revenue Service mileage allowance, and established applicable NREL policies and procedures. In the event of a conflict between the FAR, DEAR, and the FTR, the most lib on will govern as identified in this an attachment.

	FTR Reference	FAR Reference	NREL Policy
ving of usehold Goods	302-7.2 18,000 pounds	31.205-35 (a) (1) No specific limit	Following FAR, with the following guidelines: 18,000 pounds up to 25,000 pounds with prior Contacting Officer approval
ving of Automobiles	302-9.102 One vehicle	31.205-35(a) (1) No specific reference	Following FAR, with the following guidelines: Driving or shipment of two automobiles Includes car rental when vehicle(s) have been shipped or if no previously owned vehicle, and a vehicle has to be purchased at the time of the move.
ving of Household Pets	302-16.1 Household pets only	31.205-35(a) (1) No specific reference	Following FAR, with the following guidelines: Shipment cost only for up two (2) household pets (does not include pet carrier, veterinary bills, health certificates, immunizations, etc.) If traveling by car to new location, hotel pet fees will be allowable.
ading & Unloading usehold Goods	302-7.3, 7.7 Point of origin & authorized destination	31.205-35(a) (1) No specific reference	Following FAR, with the following guidelines: Additional stop within city of origin to pick-up goods at storage unit or other location. At city of destination, if goods are going into temporary storage, additional stop to drop minima goods at temporary housing location and delivery out to permanent location.
rage of usehold Goods	302-7.7.8 90 days	31.205-35 – (a) (1) No specific reference	Following FAR, with the following guidelines: 90 days/HRD approval/180 days
erim Housing	302-6.104 60 days	31.205-35- (a) (2) No specific limit	Following FAR, with the following guidelines: 60 days /HRD approval/120 days
scellaneous penses:	302-16.102 $1,000	31.205-35 (b) (5) $5,000 maximum	Following FAR, with the following guidelines: Up to $2,500 for all staff Up to $5,000 for key hires/HRD approval

Up to $5,000 lump sum in lieu of actual costs for Post Doc and Temporary Employee relocation

	FTR Reference	FAR Reference	NREL Policy
ıe Trip Home	No reference	31.205-35 –(a) Not specific to trip home	Following FAR, with the following guidelines: One trip to the point from which the employee is relocating; transportation, lodging, M&IE, and car rental. Additional trips to the point of departure are approved by the HRD.
l or Buy Residence ansactions; ntinuing Ownership	302-11 Transfers Only	31.205-35 (3)(4)(6) Transfers & New Employees	Following FAR, with the following guidelines: Transfers and new employees; allowable costs as listed and monthly home association fees for closing costs and continuing ownership costs.