Please fill out the following table with the negotiated costs:

Subrecipient/Vendor Name	Cost 1	Cost 2	Total Cost (BP1)	Role in Project (Identify SOPO Tasks)
Exemption 4				

Did the Recipient propose any subrecipients with total costs above $100,000? ☒ Yes ☐ No (The University of Colorado is a subrecipient of a subrecipient. The costs are reasonable for the work being performed by CU.)

☒ Specialist concurs: This subrecipient is necessary for the scope of work within Budget Period 1 of this award.

7. Construction:

Total Negotiated Construction Costs: $Exemption 4 Not Applicable, the recipient did not propose construction costs: ☒

Project Officer:

The type of construction proposed in the original budget is appropriate for the scope of work: ☒

The construction costs proposed in the original budget are reasonable: ☒

☒ Specialist concurs.

8. Other Direct Costs:

Total Negotiated Other Direct Costs: $Exemption 4 Not Applicable, the recipient did not propose other direct costs: ☒

Project Officer:

The other direct costs proposed in the original budget are reasonable for the scope of work: ☒

The costs proposed in the original budget for other direct costs are reasonable for the scope of work: ☒

☒ Specialist concurs.

9. Indirect Charges:

Total Negotiated Indirect Costs: $Exemption 4 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:_____ Cite Federal Cognizant Agency _____

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: **Due to time constraints, the "Reopener Clause" will be placed into the Special Terms and Conditions of the award. These costs will be addressed and approved at a later date.**

The indirect costs proposed in the original budget are reasonable: ☐

10. Cost Share:

Project Officer: Georgia Institute of Technology is not providing cost share within Algenol's project. Project is a: ☒ Research ☒ Development ☐ Demonstration ☐ Other: Pilot Project, BP1 (Explain) The Prime Recipient's cost share required for this award is: Exemption 4 The Prime 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 (detail the amount and category below for in-kind cost share, if applicable) All proposed cost share is proposed as cash contributions: $ Exemption 4 from Membrane Technology and Research, Inc. Third Party cost share commitment letters have been obtained: ☒ (Please include letters in permanent STRIPES file)

Subrecipient: The Dow Chemical Company

SECTION II – NEGOTIATION SUMMARY

1. Please record any significant application or budget submissions that resulted in a revised budget in the Negotiation History Table below (including SF424A, budget justifications, e-mails, etc.):

Application/Budget Submission	Reference Document(s)	Date of Submission	Summary of Change
Original		Jun-09	
Revision #1	123.1.; SF424A	1/10/2010	Updated budget to remove some BP2 activities and contigency
Final	123.1: SF424A	3/11/2010	Provided 123.1

2. Complete Budget Table below (only include the original budget and final negotiated costs – the Percent of Total Negotiated Budget will calculate automatically)
Note: List proposed amounts by category even if there are no differences in the dollar amount.

Element of Cost	Original BP1 Budget Submission	Final BP1 Negotiated Costs	Percent of Total Negotiated Budget	Fringe Benefits and Indirects	
				Proposed Rate	Negotiated Rate
Personnel	Exemption 4				
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Construction					
Other					
Total Direct Charges					
Indirect Charges					
TOTAL					
Program Income	0	0	0%		
DOE Share (non-FFRDC)	$2,150,008	$2,150,008	Exemption 4		
DOE Share (FFDRC)	$0	$0			
Total DOE Share	$2.150.008	$2,150,008			
Non-Federal Cost Share	Exemption 4				

SEE ATTACHED SF 424A FOR BUDGET PERIOD BREAKDOWN

3. 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
☐ 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 scope of work proposed by Dow Chemical Company within Algenol's project has not changed since the original application. However, based on the budget details, it appears that Dow may have still included site preparation activities in their Budget Period 1 work Clarification is being sought

SECTION III – TECHNICAL EVALUATION SUMM

A. For each cost category, the Project Officer and the Specialist will complete his/her Te egotiated Costs to confirm that they are all reasonable, allowable, and allocable. Additional co necessary and as indicated below.

1. Personnel:

Total Negotiated Personnel Costs: $ Exemption 4 Not Applicable, the recipi el costs: ☐

Project Officer: Dow proposed numerous positions by staff name rather than posi al hours and total compensation. The average rate based on this information calculates to ~$53.77. This a reasonable rate for the type of work Dow staff will be performing. Additional detail is being requested regarding actual positions and compensation rates per position. Based on the budget details presented, it appears that there may be budget allotted to activities that are not included in BP1. While clarification is sought, Dow's budget should remain conditional.

The labor hours proposed in the negotiated budget are reasonable for the scope of work: ☐

The labor mix proposed in the negotiated budget is reasonable: ☐

☒ Specialist concurs: The proposed costs for The Dow Chemical Company have been removed from BP1.

2. Fringe Benefits:

Total Negotiated Fringe Benefit Costs: $ Exemption 4 Not Applicable, the recipient did not propose fringe benefit costs: ☒

Specialist:

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

If Yes, List the Date of Rate Agreement:_____ Cite Federal Cognizant Agency _____

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_____

The fringe benefit costs in the negotiated budget are reasonable: ☐

3. Travel:

Total Negotiated Travel Costs: $Exemption 4 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: ☒
Is foreign travel included in the negotiated budget: ☐ Yes ☒ No
☒ Specialist concurs:

4. Equipment:

Total Negotiated Equipment Costs: $Exemption 4 Not Applicable, the recipient did not propose equipment costs: ☒

Project Officer:
The type(s) of equipment proposed in the negotiated budget is/are reasonable for the scope of work: ☒
The cost of equipment proposed in the original budget are reasonable: ☒
Is there any proposed equipment with a total cost exceeding $50,000: ☐ Yes ☒ No
☒ Specialist concurs.

5. Supplies:

Total Negotiated Supplies Costs: $Exemption 4 Not Applicable, the recipient did not propose supplies costs: ☒

Project Officer:
The types /quantities of supplies proposed in the negotiated budget are reasonable based on the scope of work: ☒
The costs of supplies proposed in the negotiated budget are reasonable: ☒
☒ Specialist concurs.

6. Contractual:

Total Negotiated Contractual Costs: $Exemption 4 Not Applicable, the recipient did not propose contractual costs: ☒

Project Officer:
The subrecipients proposed in the negotiated budget are appropriate for the scope of work: ☒
The contractual costs proposed in the negotiated budget are reasonable: ☒ Yes
Did the Recipient propose any subrecipients with total costs above $100,000? ☐ Yes ☒ No
☒ Specialist concurs.

7. Construction:

Total Negotiated Construction Costs: $Exemption 4 Not Applicable, the recipient did not propose construction costs: ☒

Project Officer:
The type of construction proposed in the original budget is appropriate for the scope of work: ☒
The construction costs proposed in the original budget are reasonable: ☒
☒ Specialist concurs.

8. Other Direct Costs:

Total Negotiated Other Direct Costs: $Exemption 4 Not Applicable, the recipient did not propose other direct costs: ☐

Project Officer:

The other direct costs proposed in the original budget are reasonable for the scope of work: ☐

The costs proposed in the original budget for other direct costs are reasonable for the scope of work: ☐

These proposed costs are for activities no longer included under Budget Period 1. Therefore, these funds should be held conditional under the subcontractor approval clause.

☒ Specialist concurs: The proposed costs for The Dow Chemical Company have been removed from BP1.

9. Indirect Charges:

Total Negotiated Indirect Costs: $Exemption 4 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:_____ Cite Federal Cognizant Agency _____

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: The proposed costs for The Dow Chemical Company have been removed from BP1.

The indirect costs proposed in the original budget are reasonable: ☐

10. Cost Share:

Project Officer:

Project is a: ☒ Research ☒ Development ☐ Demonstration ☐ Other: Pilot Project, BP1 (Explain)

The minimum recipient's cost share required for this award is: Exemption 4
The recipient proposed cost share for this award is: Exemption 4 of their Budget Period 1 costs as cash cost share, totaling $Exemption 4

Does the proposed cost share meet the minimum requirement: ☒ Yes ☐ No

Specialist:

Is the proposed cost share: ☒ Cash ☐ In-kind (detail the amount and category below for in-kind cost share, if applicable)

All proposed cost share is proposed as cash contributions: $Exemption 4
from Membrane Technology and Research, Inc.

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

Subrecipient: Membrane Technology and Research, Inc.

SECTION II – NEGOTIATION SUMMARY

1. Please record any significant application or budget submissions that resulted in a revised budget in the Negotiation History Table below (including SF424A, budget justifications, e-mails, etc.):

Application/Budget Submission	Reference Document(s)	Date of Submission	Summary of Change
Original		Jun-09	
Revision #1	123.1.; SF424A	1/10/2010	Updated budget to remove some BP2 activities and contigency
Final	123.1: SF424A	3/11/2010	Provided 123.1

2. Complete Budget Table below (only include the original budget and final negotiated costs – the Percent of Total Negotiated Budget will calculate automatically)
Note: List proposed amounts by category even if there are no differences in the dollar amount.

Element of Cost	Original BP1 Budget Submission	Final BP1 Negotiated Costs	Percent of Total Negotiated Budget	Fringe Benefits and Indirects	
				Proposed Rate	Negotiated Rate
Personnel Fringe Benefits Travel Equipment Supplies Contractual Construction Other Total Direct Charges Indirect Charges	Exemption 4				
TOTAL					
Program Income	0	0	0%		
DOE Share (non-FFRDC) DOE Share (FFDRC) Total DOE Share	$148,854 $0 $148,854	$148,854 $0 $148,854	Exemption 4		
Non-Federal Cost Share	Exemption 4				

SEE ATTACHED SF 424A FOR BUDGET PERIOD BREAKDOWN

3. 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
- ☐ 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 scope of work proposed by MTR within Algenol's project has not changed since the original application.

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: $Exemption 4 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 labor mix proposed in the negotiated budget is reasonable: ☒

Specialist:

Please fill out the following table with the negotiated costs:

Labor Type	Budget Period 1		
	Hours	Rate	Total
P1	Exemption 4		
Co-PI			
Co-PI			
Design Engineer			
Total:			

Negotiated labor rates are reasonable: ☒ (Please attach supporting documentation e.g. www.salary.com, if applicable)
The proposed personnel costs are reasonable and necessary according to www.salary.com and the bureau of labor statistics for the scope of work under budget period 1.

2. Fringe Benefits:

Total Negotiated Fringe Benefit Costs: $ Not Applicable, the recipient did not propose fringe benefit costs: ☐

Specialist:

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

If Yes, List the Date of Rate Agreement:_____ Cite Federal Cognizant Agency _____

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: **Due to time constraints, the "Reopener Clause" will be placed into the Special Terms and Conditions of the award. These costs will be addressed and approved at a later date.**

The fringe benefit costs in the negotiated budget are reasonable: ☐

3. Travel:

Total Negotiated Travel Costs: $Exemption 4 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: ☒ Is foreign travel included in the negotiated budget: ☐ Yes ☐ No
☒ Specialist concurs: The proposed travel costs are reasonable.

4. Equipment:

Total Negotiated Equipment Costs: $Exemption 4 Not Applicable, the recipient did not propose equipment costs: ☒

Project Officer: The type(s) of equipment proposed in the negotiated budget is/are reasonable for the scope of work: ☒ The cost of equipment proposed in the original budget are reasonable: ☒ Is there any proposed equipment with a total cost exceeding $50,000: ☐ Yes ☒ No
☒ Specialist concurs.

5. Supplies:

Total Negotiated Supplies Costs: $Exemption 4 Not Applicable, the recipient did not propose supplies costs: ☒

Project Officer: The types /quantities of supplies proposed in the negotiated budget are reasonable based on the scope of work: ☒ The costs of supplies proposed in the negotiated budget are reasonable: ☒
☒ Specialist concurs.

6. Contractual:

Total Negotiated Contractual Costs: $Exemption 4 Not Applicable, the recipient did not propose contractual costs: ☒

Project Officer: The subrecipients proposed in the negotiated budget are appropriate for the scope of work: ☒ The contractual costs proposed in the negotiated budget are reasonable: ☒ Yes Did the Recipient propose any subrecipients with total costs above $100,000? ☐ Yes ☒ No
☒ Specialist concurs.

7. Construction:

Total Negotiated Construction Costs: $Exemption 4 Not Applicable, the recipient did not propose construction costs: ☒

Project Officer: The type of construction proposed in the original budget is appropriate for the scope of work: ☒ The construction costs proposed in the original budget are reasonable: ☒
☒ Specialist concurs.

8. Other Direct Costs:

Total Negotiated Other Direct Costs: $Exemption 4 Not Applicable, the recipient did not propose other direct costs: ☒

Project Officer:

The other direct costs proposed in the original budget are reasonable for the scope of work: ☒

The costs proposed in the original budget for other direct costs are reasonable for the scope of work: ☒

☒ Specialist concurs.

9. Indirect Charges:

Total Negotiated Indirect Costs: $Exemption 4 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:_____ Cite Federal Cognizant Agency _____

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: **Due to time constraints, the "Reopener Clause" will be placed into the Special Terms and Conditions of the award. These costs will be addressed and approved at a later date.**

The indirect costs proposed in the original budget are reasonable: ☐

10. Cost Share:

Project Officer:

Project is a: ☒ Research ☒ Development ☐ Demonstration ☐ Other: Pilot Project, BP1 (Explain)

The minimum recipient's cost share required for this award is: Exemption 4
The recipient proposed cost share for this award is: Exemption 4 cost share related to their total project costs ($Exemption 4 for subsequent Budget Periods).

Does the proposed cost share meet the minimum requirement: ☒ Yes ☐ No

Specialist:

Is the proposed cost share: ☒ Cash ☐ In-kind (detail the amount and category below for in-kind cost share, if applicable)

All proposed cost share is proposed as cash contributions: $Exemption 4
from Membrane Technology and Research, Inc.

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

SECTION IV – RECOMMENDATIONS/APPROVAL

Signatures of the Project Officer and Specialist, indicating their recommendations, as indicated below, will occur after their mutual agreement on the contents of this document, and before the review and approval process for the action. The signatures below indicate that the costs in the negotiated budget are reasonable, allowable, and allocable.

1. Technical Recommendation

The project costs are acceptable and should be considered for a financial assistance award. The resources have been reviewed relative to the Statement of Project Objectives and are found to be reasonable, except as previously noted herein.

Christy Sterner — Signature
3/17/10 — Date

Christy Sterner
Project Officer

2. Specialist Recommendation

In view of the above analysis, the technical evaluation, and considering all known factors, this Award is recommended.

Molly Hames — Signature
03/17/10 — Date

Molly Hames
Grants and Agreements Specialist

3. Contracting Officer Approval *

☒ I concur with the above recommendation and have determined that the Recipient is responsible. I consider this Award to be in the best interest of the Government, and approve the award documents. (Select this box if the preparer is not the contracting officer)

☐ In view of the analysis, the technical evaluation, and considering all known factors, I have determined that the Recipient is responsible. This Award is considered to be in the best interest of the Government and approved. (Select this box if the preparer is also the contracting officer and indicate N/A in Block 2.)

Michael Schledorn — Signature
3/19/2010 — Date

Michael Schledorn
Contracting Officer

U.S. Department of Energy
Project Management Center

FINANCIAL ASSISTANCE AWARD
INDEX and CHECKLIST
(BUYER USE ONLY)

Award #:	**DE-EE0002867 / 001 - Budget Period 1**	**Program:**	The Office of the Biomass Program
Recipient Name:	**Algenol Biofuels, Inc.**		
FOA #:	**DE-FOA-0000096**		
Specialist:	**Molly Hames**	**Phone:**	303-275-4864
Contracting Officer:	**Michael Schledorn**	**Phone:**	303-275-4993
Project Officer:	**Christy Sterner**	**Phone:**	303-275-4720

ion Item	*Indicate Completion of Action Item by inserting a date in the applicable box below*	
1	Verify Recipient's registration with the Central Contractor Registration (CCR) (http://www.ccr.gov)	CCR Registration Valid through: 06/23/2010
2	Verify Recipient's registration with FedConnect (goto P:\STRIPES\Fedconnect Reports)	Registration Confirmed on: 03/15/2010
3	ASAP Enrollment; if Recipient is not enrolled in ASAP, send .pdf of completed PMC 121.1 to 'GO Finance' mailbox	PMC 121.1 sent to 'GO Finance' on: N/A
4	Vendor Supplier/Site Information Form; send completed PMC 128.8 to 'GO Finance' mailbox (MS 2007)	Vendor Supplier/Site Information Form sent to 'GO Finance' on: N/A

STRIPES Index #	Supporting Document		Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
AWD-001	Award Index and Checklist		PMC 128.1	X		**AWD-001 AWDChecklist**	
AWD-002	Selection Statement		n/a		X	**AWD-002 SelStat**	.pdf
AWD-003	Determination of Non-Competitive Financial Assistance (DNFA) Documentation (include Request for Review PMC.112.2)		PMC 109.x		X	**AWD-003 DNFADocs**	batch .pdf
AWD-004	HCA Approval (Total Project Value greater than $25M and less than $50M) (include Request for Review PMC.112.2)		n/a	X		**AWD-004 HCAApvl**	.pdf
AWD-005	HQ Business Clearance Documentation (Total Project Value greater than or equal to $50M)						
	AWD-005a	HQ Business Clearance Worksheet	PMC 107.1	X		**AWD-005 HQBusClrDocs**	batch .pdf
	AWD-005b	HQ Business Clearance Transmittal Letter(s)	PMC 107.4	X			
	AWD-005c	HQ Business Clearance; Correspondence received from HQ	n/a	X			
AWD-006	Congressional Affairs Notification		DOE F 4220.10		X	**AWD-006CongNotification**	.pdf
AWD-007	Successful Application Documentation (Prime) - Algenol Biofuels, Inc.						
	AWD-007a	Application for Federal Assistance	SF-424		X	**AWD-007a AppDocsPrime (Algenol)**	batch .pdf
		SF424A Budget Information	SF-424A	X			
		Budget Justification	PMC 123.1	X			
		Disclosure of Lobbying Activities	SF-LLL		X		
		Cost Share Commitment Ltrs from Third Parties	n/a	X			
	Successful Application Documentation (Sub #1) Georgia Institute of Technology						
	AWD-007b	SF-424A Budget Information	SF-424A	X		**AWD-007b AppDocsSub [GA Tech]**	batch .pdf
		Budget Justification	PMC 123.1	X			
	Successful Application Documentation (Sub #2) Membrane Technology and Research, Inc.						
	AWD-007c	SF-424A Budget Information	SF-424A	X		**AWD-007c AppDocsSub [MTR]**	batch .pdf
		Budget Justification	PMC 123.1	X			
	Successful Application Documentation (Sub #3) The Dow Chemical Company						
	AWD-007d	SF-424A Budget Information	SF-424A	X		**AWD-007d AppDocsSub [Dow]**	batch .pdf
		Budget Justification	PMC 123.1	X			
	Successful Application Documentation (Sub #4) National Renewable Energy Laboratory (NREL)						
		SF-424A Budget Information	SF-424A	X			

STRIPES Index #	Supporting Document		Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
	AWD-007e	Budget Justification	PMC 123.1	X		AWD-007e AppDocsSub [NREL]	batch .pdf
		Authorization for non-DOE or DOE FFRDCs	n/a	X			
AWD-008	National Environmental Policy Act (NEPA) Documentation						
	AWD-008a	NEPA Checklist	EF-1	X		AWD-008 NEPADocs	batch .pdf
	AWD-008b	NEPA Review	EF-2	X			
	AWD-008c	NEPA Determination	EF-2a	X			
AWD-009	Pre-Award Information Sheet		PMC 121.1	X		AWD-009 PreAwardInfo	.pdf
AWD-010	Dun&Bradstreet Risk Assessment		PMC 460.2		X	AWD-010 D&BAssessment	.pdf
AWD-011	Combined Technical Evaluation / Negotiation Memorandum		PMC 120.2	X		AWD-011 TechEvalNegMem	.pdf
AWD-012	Intellectual Property Law Division (IPLD) Documentation						
	AWD-012a	IPLD Petition for Advance Waiver of Patent Rights	PMC 133.2		X	AWD-012 IPLDDocs	batch .pdf
	AWD-012b	IPLD Pre-Award Review Request	PMC 133.3	X			
	AWD-012c	IPLD Recommendation	e-mail	X			
	AWD-012d	IPLD Limited Rights Data and Restricted Computer Software	n/a	X			
'D-013	Cost Share Determination Documentation						
	AWD-013a	Cost Share Determination	PMC 112.2		X	AWD-013a CostShareDet	.pdf
	AWD-013b	Cost Share Waiver	PMC 142.2		X	AWD-013b CostShareWaiver	.pdf
AWD-014	Cost / Price Documentation						
	AWD-014a	Financial Information	PMC 410.1		X	AWD-014 CostPriceDocs	batch .pdf
	AWD-014b	Indirect Rate Agreement or Rate Proposal	n/a		X		
	AWD-014c	Response from C/P Analyst regarding Indirect Rates	PMC 420.3		X		
AWD-015	Excluded Parties List System (EPLS) Query (https://www.epls.gov)		n/a	X		AWD-015 EPLS	
AWD-016	Pre-Award Cost Request and Authorization		n/a		X	AWD-016 PreAwdCostAuth	.pdf
AWD-017	Justification for Use of Conditional Availability of Funds Provision		PMC 132.2		X	AWD-017 JustificationCondAvail	.pdf
AWD-018	Correspondence to Recipients (use this section for correspondence not issued at FOA level)						
	AWD-018a	Correspondence			X	AWD-018a Correspondence	batch .pdf
AWD-019	Internal Review(s)						
	AWD-019a	Request for Review (Review of Award Package)	PMC 112.2	X		AWD-019a RvwAwdPkg	.pdf
	AWD-019b	HCA Approval and Business Clearance	n/a	X		AWD-019b DDRvw	.pdf
AWD-020	Deviations		n/a		X	AWD-020 GuideLtr	.pdf
Cover Page	Assistance Agreement Form		n/a	X			
Body	Special Terms and Conditions		n/a	X			
chment 1	Intellectual Property Provisions		n/a	X			
Attachment 2	Statement of Project Objectives		n/a	X			
Attachment 3	Federal Assistance Reporting Checklist and Instructions		DOE F 4600.2	X			
Attachment 4	Budget Information		n/a	X			
Attachment 5	Congintency Appendix		n/a	X			

PMC 133.3

(12/09)

U.S. DEPARTMENT OF ENERGY
PROJECT MANAGEMENT CENTER

IPLD PRE-AWARD REVIEW REQUEST

TO: IPLD E-Mail: IPLegalReviews@go.doe.gov Attachments: (1) Financial Assistance Pre-Award Information Sheet (PMC 121.1) (2) Scope of Work or Statement of Project Objectives	Date Submitted:	01/08/2010
	Request Reply By:	03/31/2009

FROM: Molly Hames	PHONE: 303-275-4864
Name of Specialist (if different from submitter):	PHONE:

Awardee:	Algenol Biofuels, Inc.		
Project Title:	**Recovery Act - Integrated Pilot-Scale Biorefinery for Producing Ethanol from Hybrid Algae**		
Award/Mod/Amendment No:	**DE-EE0002867 / 001**	Awardee POC:	Craig Smith
FOA Title: Recovery Act - Demonstration of Integrated Biorefinery Operations		Phone:	239-498-2000
Topic Area(s): Topic Area 1		E-mail Address:	craig.smith@algenolbiofuels.com
Date of Application (including any modifications): 01/04/2010		Business Type: ☐ Large, For-Profit ☒ Small, For-Profit ☐ 501(c)(3) Nonprofit ☐ Other Nonprofit ☐ Other:_____	
Type of Instrument:	☐ Grant ☒ Cooperative Agreement ☐ Other		

Project Officer:	Christy Sterner	DOE PO Phone:	303-275-4720

Response to B.3 on PMC 121.1 indicates Limited Rights Data or Restricted Computer Software will be used in the Award:	☒ YES		☐ NO	
Will 5-year data protection under EPAct apply for the Topic Areas included in this Award?	☒ YES	☐ NO	☐ This is a CDP	

IPLD USE ONLY:

PMC 420.3
(12/09)

U.S. DEPARTMENT OF ENERGY
PROJECT MANAGEMENT CENTER

REQUEST FOR COST PRICE ASSISTANCE

Award No./DUNS	DE-EE0002867/80-039-9904	Awardee: (Legal Name in CCR)	ALGENOL BIOFUELS INC.
Specialist:	Molly Hames	Project Officer:	Christy Sterner
Requestor:		Project Monitor:	Christine English
Business Contact Name:	Craig Smith	Business Contact Ph. No:	239-498-2000
Business Contact Email:	craig.smith@algenolbiofuels.com	Date of Request:	04/12/2010
Program Area:	Biomass Program	Award Type: ☒ Recovery	☐ CDP ☐ Other_____

Complete Section and Forward to Analyst for Completion

SPECIALIST: Mark below whether pre-award, post award, or audit and provide any comments or special needs:

1) ☒ Pre-award Proposal- submitted documents should include budget documents summary and detail, additional supporting information to support proposed calculations. **Comments:**

This is a Recovery Act, Integrated Biorefinery (IBR) project in the Biomass Program. The Total Project Cost is $ Ex. 4 , the DOE Share is $24,331,431, Recipient Share is $ Ex. 4 and FFRDC Funding is $ Ex. 4 udget Period 1 was awarded with the re-opener provision included. This request is to approve the indirect rates so that we may remove this provision from the award.

This is the first federal award for Algenol Biofuels, Inc. and they are unsure whether their financial system is in compliance with 10 CFR 600. They answered "yes" to every question on the Accounting System Survey, except for "e. A timekeeping system that identifies employees' labor by intermediate and final cost objectives." Algenol Biofuels, Inc. has had previous audits; RSM McGladrey, Inc. is the company's accounting and auditing firm. They have not submitted a copy of the audit yet.

There are three sub-recipients for this project: Georgia Institute of Technology ($ Ex. 4 Membrane Technology and Research Inc. ($ Ex. 4 and the Dow Chemical Company ($ Ex. 4). These budgets are included with this request. Georgia Tech already has an existing rate agreement with DHHS, it appears that Membrane TRI had a previous rate agreement in 2004, and it also appears that there was a previous rate agreement with the Dow Chemical Company in 2006 in the W Drive.

2) ☐ Post Award Review- actual cost true up or other related data needed for incurred cost type review. **Comments:**

3) ☐ Audit: ☐ Project Specific ☐ Systems: Accounting, Billing etc. ☐ Annual Incurred/Indirect ☐ Other_____
Comments:

4) Save this request in the corresponding award on the S: drive and then **email this completed form, along with any/all attachments needed** to complete the requested review, to CostPrice@go.doe.gov

COST PRICE ANALYST: Upon receipt from the requestor, the assigned C/P Analyst will analyze and make recommendations. The analysis will include reviewing and evaluating elements of cost included in the calculation of the indirect rates to determine reasonableness, allocability and allowabilty of the proposed rates based on guidance in the appropriate cost principles in OMB circulars and/or FAR 31-205.

Findings, Recommendations & Comments:

Completed by: _____ Date: _____

Reviewed by: _____ Date: _____

SPECIAL TERMS AND CONDITIONS

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1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

2. AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement, plus the following:

a. Special Terms and Conditions.
b. Attachments:

Attachment Number	Title
1.	Intellectual Property Provisions
2.	Statement of Project Objectives
3.	Federal Assistance Reporting Checklist and Instructions
4.	Budget Pages (SF 424A)
5.	Requirements for Contingency Funds for Integrated Biorefinery Projects

c. Applicable program regulations.
d. DOE Assistance Regulations, 10 CFR Part 600 at http://ecfr.gpoaccess.gov.
e. Application/proposal as approved by DOE.
f. National Policy Assurances to be incorporated as award terms in effect on date of award at http://management.energy.gov/business_doe/1374.htm.

3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

4. AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project Period for this award is 12/04/2009 through 12/31/2014, consisting of the following Budget Periods:

Budget Period	Start Date	End Date
1	01/29/2010	09/30/2010
2	10/01/2010	12/31/2014

5. PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDER INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)

a. Method of Payment. Payment will be made by reimbursement through ACH.

b. Requesting Reimbursement. Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at https://finweb.oro.doe.gov/vipers.htm. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement," at https://finweb.oro.doe.gov/vipers.htm and attach a file containing appropriate supporting documentation. The file attachment must show the total Federal share claimed on the SF 270, the non-Federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.

c. Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the Federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

d. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.

e. Payments. The DOE approving official will approve the invoice as soon as practical, but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

6. COST SHARING

a. Total Estimated Project Cost is the sum of the Federal Government share, including Federally Funded Research and Development Center (FFRDC) contractor costs, and Recipient share of the estimated project costs. The DOE FFRDC contractor cost is not included in the total approved budget for this award, because DOE will pay the DOE FFRDC contractor portion of the effort under an existing DOE contract. The Recipient is not responsible for reporting on that portion of the total estimated cost that is paid directly to the DOE FFRDC contractor.

The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting Federal funds under this award, you agree that you are liable for your percentage share of allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period	DOE Cost Share, including FFRDC Costs		Recipient Cost Share	Total Estimated Costs
	DOE $ / %	FFRDC $ / %	$ / %	
1	$10,668,903 /	$424,480 /	REDACTED EXEMPTION 4	
2	TBD	TBD	TBD	TBD
Total Project	TBD	TBD	TBD	TBD

b. If you discover that you may be unable to provide cost sharing of at least the amount identified in paragraph a of this Article, you should immediately provide written notification to the DOE Award Administrator, indicating whether you will continue the project or phase out the project. If you plan to continue the project, the notification must describe how replacement cost sharing will be secured.

c. You must maintain records of all project costs you claim as cost sharing, including in-kind costs, as well as records of costs to be paid by DOE. Such records are subject to audit.

d. Failure to provide the cost share required by this Article may result in the subsequent recovery by DOE of some or all the funds provided under the award.

7. REBUDGETING AND RECOVERY OF INDIRECT COSTS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Recipient must absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

8. FINAL INCURRED COST AUDIT

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

9. STATEMENT OF FEDERAL STEWARDSHIP

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

10. STATEMENT OF SUBSTANTIAL INVOLVEMENT

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
- Value management and engineering studies and/or plans
- Acquisition strategies
- Project execution plans
- Project controls including earned value management systems
- Qualifications of the integrated project team.
- Financial strategy for funding the construction project
- Updated marketing and business plan
- Invoices submitted to DOE

DOE will evaluate the quality and completeness of information and documentation provided by the Recipient to DOE and its consultants in order to allow DOE to provide technical direction and/or redirection to the Recipient about how best to achieve the purposes of the award. Consultants to DOE may not provide technical direction and/or redirection to the Recipient.

11. SITE VISITS

DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subawardees to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

12. REPORTING REQUIREMENTS

a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

13. PUBLICATIONS

a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

b. An acknowledgment of DOE support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy [National Nuclear Security Administration] [add name(s) of other agencies, if applicable] under Award Number(s) [enter the award number(s)]."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

14. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

15. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award.

b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator identified and the Patent Counsel designated as the service provider for the DOE office that issued the award.

The Patent Counsel for the Golden Field Office is Julia Moody, who may be reached at julia.moody@go.doe.gov or 303-275-4867.

16. NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD

a. This award is intended for unclassified, publicly releasable research. You will not be granted access to classified information. DOE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. The Department may review research work generated under this award at any time to determine if it requires classification.

b. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If you originate information during the course of this award that you believe requires classification, you must promptly:

1. Notify the DOE Project Officer and the DOE Award Administrator;

2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.

3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control

c. If you originate information concerning the production or utilization of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, you must:

1. Notify the DOE Project Officer and the DOE Award Administrator;

2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the Recipient first discovers or first has reason to believe that the information is useful in such production or utilization; and

3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.

d. If DOE determines any of the information requires classification, you agree that the Government may terminate the award by mutual agreement in accordance with 10 CFR 600.25(d). All material deemed to be classified must be forwarded to DOE, in a manner specified by DOE.

e. If DOE does not respond within the specified time periods, you are under no further obligation to restrict access to the information.

17. CONTINUATION APPLICATION AND FUNDING

a. Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 60 days before the end of each budget period, your continuation application must be submitted to the DOE Project Officer and the DOE Award Administrator identified in the Assistance Agreement, to be eligible to receive a continuation award for the next budget period. The continuation application must include the following information:

1. Application for Federal Assistance, SF-424.

2. A continuation report, which must provide a summary of the progress towards meeting the objectives of the award, including any significant findings, conclusions, or developments, a comparison of actual accomplishment with the objectives established for the reporting period (milestones, deliverables, decision point criteria and stage gates), reasons for slippage if goals were not met, an estimate of any unobligated balances remaining at the end of the budget period, and when applicable an explanation of cost overruns or underruns. A description of your plans for the award during the upcoming budget period and any variance from the DOE approved objectives needs to be included in the continuation application package.

3. A detailed budget and supporting justification for the upcoming budget period with the supporting documentation below, including an estimate of DOE funds expected to be remaining at the end of the current budget period:

   a) Budget Information – Non Construction Programs, SF-424A.

   b) Cost Reasonableness Determination, PMC 123.1 (Excel Version).

4. Environmental Checklist, EF1, (This form should be completed on-line at https://www.eere-pmc.energy.gov/).

5. Commitment Letters from Third Parties Contributing to Cost Sharing, if applicable.

6. Statement of Project Objectives (SOPO), if revision is required.

b. Continuation Funding. Continuation funding is contingent on: (1) availability of funds; (2) meeting the objectives, milestones, deliverables, decision point criteria and stage gates of your award and obtaining approval from DOE to continue work on the project (DOE authorizing either Pass or Redirect through a stage-gate review); (3) submittal of required reports; or (4) compliance with the terms and conditions of the award.

18. LOBBYING RESTRICTIONS

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

19. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

20. FUNDING OF BUDGET PERIODS

DOE has obligated $24,331,431 for completion of the project authorized by this agreement; however, only $8,518,895 is available for work performed by the Recipient during Budget Period 1 of the project. An additional $2,687,510 in Federal Funds is restricted by Subcontract Approval Clause for Budget Period 1 and may be released pending the conditions of the clause are met and the subcontract approval clause is lifted. For Budget Period 2, the remainder or $13,125,026 will be available contingent upon the submission by the Recipient of a continuation application and written approval of the continuation application by the DOE Contracting Officer.

In the event that the Recipient does not submit a continuation application for subsequent Budget Periods, or DOE disapproves a continuation application for subsequent Budget Periods, the maximum DOE liability to the Recipient is the funds that are available for the current approved Budget Period. In such event, DOE reserves the right to deobligate any remaining funds.

21. PROPERTY

Real property and equipment acquired by the Recipient shall be subject to the rules set forth in 10 CFR 600.130-137, 10 CFR 600.231-233, or 10 CFR 600.320-324, as applicable.

Consistent with the goals and objectives of this project, the Recipient may continue to use Recipient acquired property beyond the Period of Performance, without obligation, during the period of such use, to extinguish DOE's conditional title to such property as described in 10 CFR 600.132-135, 10 CFR 600.231-233, or 600.321-324, subject to the following: (a) the Recipient continues to utilize such property for the objectives of the project as set forth in the Statement of Project Objectives; (b) DOE retains the right to periodically ask for, and the Recipient agrees to provide, reasonable information concerning the use and condition of the property; and (c) the Recipient follows the property disposition rules set forth in the applicable sections of 10 CFR Part 600, if the property is no longer used by the Recipient for the objectives of the project, and the fair market value of property exceeds $5,000.

Once the per unit fair market value of the property is less than $5,000, pursuant to the applicable sections of 10 CFR Part 600, DOE's residual interest in the property shall be extinguished and the Recipient shall have no further obligation to the DOE with respect to the property.

The regulations as set forth in 10 CFR Part 600 and the requirements of this article shall also apply to property in the possession of any team member, sub-recipient or other entity where such property was acquired in whole or in part with funds provided by DOE under this award or where such property was counted as cost-sharing under the award.

22. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Agreement, the Government shall not be responsible for or have any obligation to the Recipient for (i) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (ii) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Agreement, whether said work was performed prior to or subsequent to the effective date of the Agreement.

23. AT RISK FOR FINANCIAL CAPABILITY

You have been determined to be at risk for financial capability based on the Dun & Bradstreet (D&B) Business Information Report (BIR).

Based on this determination the following requirement has been incorporated into this award: Method of payment will be reimbursement through the Automated Clearing House (ACH) Vendor Inquiry Payment Electronic Reporting System (VIPERS).

You may report any change in circumstances that impact DOE's determination of your financial capability. If you feel that your circumstances have changed to this degree, you may request a re-evaluation at any time after 6 months from the initial determination. Please provide a written request and support to the DOE Award Administrator.

DOE will remove this provision by modification to the award if the conditions that prompted it have been corrected, as approved by the Contracting Officer.