(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

(6) Contracts and Subcontracts. The Recipient, Subrecipient, the Recipient's, and Subrecipient's contractors and subcontractor shall insert in any Contracts the clauses contained herein in(a)(1) through (10) and such other clauses as the Department of Energy may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of the paragraphs in this clause.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Recipient, Subrecipient, the Contractor (or any of its subcontractors), and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with

respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Department of Energy or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Energy and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(d) Rates of Wages

After completion of negotiations, this provision may be revised.

The minimum wages to be paid laborers and mechanics under this award involved in performance of work at the project site, as determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the pertinent locality, are found at http://www.wdol.gov/, by clicking on "Selecting DBA WDs". The Wage Determination Number(s) and General Decision

Number(s) specific to this award are found below. These wage rates are minimum rates and are not intended to represent the actual wage rates that the Contractor may have to pay.

CONSTRUCTION TYPE	WAGE DETERMINATION NUMBER	GENERAL DECISION NUMBER
Building	TBD	TBD
Highway	TBD	TBD
Residential	TBD	TBD

DOE F 4220.10
(01-99) All Other Editions Are Obsolete

U.S. Department of Energy

Office of Congressional and Intergovernmental Affairs (CI)

CONGRESSIONAL GRANT/CONTRACT NOTIFICATION

TO: Office of Congressional & Intergovernmental Affairs
ATTN: Contract Notification Coordinator (CI-40)
U.S. Department of Energy
1000 Independence Avenue, SW Room 8G-070
Washington, DC 20585

Telephone: 202-586-2764
Fax: 202-586-5497

1. Informing Office: Golden Field Office (GFO)
Name: Melissa Wise
(Contracting Office Representative)
Phone: 303-275-4907

2. Program Office/Project Office:
Name: Fred Gerdeman
Phone: 303-275-4928

3. Contractor, Grantee or Offeror:
Name: Solazyme, Inc.
Street: 561 Eccles Avenue
City: South San Francisco State: CA Zip: 94080-1906

4. Place of Performance: (Required if different from #3)
Street:
City: Riverside State: PA Zip: 17868

5. Proposed date of award: No later than 09/30/2010

Date of Public Announcement: 12/04/2009
(if any)

6. Contract, Grant, or Other Agreement No.:
DE-EE0002877
(Specify Type of Instrument)
☒ New ☐ Renewal
☐ Modification – Total to date: $

7. Obligated Cost or Price of this Action: $21,765,738
Estimated Cost or Price of Total Contract: $25,622,849
Recipient Cost Sharing (if applicable): $3,857,111
(For incrementally funded contracts only. Report the Initial obligation and total estimated contract value.)

Does this award result from an Invitation for Bid?
☐ Yes ☒ No

8. Duration of Contract, Grant, or Other Agreement:
From: 01/01/2010 To: 03/31/2013

9. Brief Description. (Please use non-technical/plain English language/no acronyms.)
This project will demonstrate the heterotrophic cultivation of algae in bioreactors using sugarcane and ultimately the sugars from lignocellulosic feedstocks, with the intermediate product being algae oil that can be converted to green diesel.

TO BE COMPLETED BY OFFICIAL RESPONSIBLE FOR SUBMISSION

10. Method of Submission:
☒ PDF, Upload Date: Time:

Name: Molly Hames Title: Grants and Agreements Specialist

Signature: Office: Golden Field Office

Registration Status

Email: * mfrome@solazyme.com

Status: Registered

Comments:

If you have questions concerning your registration status, please contact one of the following administrators for your company's account.

Name	Email	Phone Number	Extension
Matthew Frome	mfrome@solazyme.com		

Return

* Required Field

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OBP AND GO BIOMASS TEAMS – PLANNING AND COORDINATION
1/5-6/10

Recipient: Solazyme	
Project Title:	
CID: EE0002877	**Prepared By/Date:**

	Issue	Likelihood[1] /Potential Impact[2]	Description	Planned Resolution	Comment
1.	Cost share				
2.	Contingency				
3.	NEPA/Enviro/ Site				
4.	Technology				
5.	Start BP1 (date)[3]				
6.	Issues during BP1[4]				
7.	Start BP2 (date)				
8.	Issues during BP2[5]				
9	Start Construction (date)				
10.	IE Perf. Test (date)				

[1] Ongoing or Certain, > 75%, >50%, >25%
[2] Critical, High, Medium, Low
[3] Include impacts from application documents received to date, quality, significant go/no go, etc. .
[4] Reasonable, too long, too short, scope is not what is needed, significant go/no go's included?
[5] Ibid.

11.	Start BP3				
12.	Issues during BP3[6]				
13.	Project Complete (date)[7]				
14.	Other – List project-specific issues below.				

[6] Ibid.
[7] Completes spending before 9/30/2015 with some buffer?

#	Document	pg	Loc	Q	A
1	Narrative	6	¶1	Should Cherokee, BlueFire, Abengoa, UOP, and REG sites all go into NEPA?	
2	Narrative	8	§3.3¶4	REDACTED EXEMPTION 4	
3	Narrative	9	§3.4¶1.4	GHG analysis includes shipping from BlueFire and Abengoa, and to UOP and REG?	
4	Narrative	10	¶2		
5	PEP	3	§1.2.3¶1	REDACTED EXEMPTION 4	
6	PEP	5	¶1	Negotiating supply agreements in Period 2 – may add new partners; does this change NEPA?	
7	PEP	5	§1.3.1¶3	FS: No conditioning req'd prior to transport. Any testing prior/post shipping?	
8	PEP	6	¶1	Algal oil testing pre/post shipping? Any stabilization?	
9	PEP	6	¶5	Guarantee that all oil gets refined to acceptable fuel product? Oil to outside refiners; how does that work?	
10	PEP	8	¶3	REDACTED EXEMPTION 4	
11	PEP	9	¶1.2	CSF for proposed project: "Integrate all unit operations successfully into a unified biorefinery" Isn't that what this FOA was supposed to be for?	
12	PEP	9	§Obj¶5	REDACTED EXEMPTION 4	
13	PEP	11	¶1		
14	PEP	11	Fig. PEP-2		
15	PEP	14	¶2	How is IE going to do performance test? i.e. looking for steady state? How does this un-integrated biorefinery get checked out?	
16	PEP	16	§3.4	REDACTED EXEMPTION 4	
17	PEP	24	§3.8.3¶1		

#	Document	pg	Loc	Q	A
				REDACTED EXEMPTION 4	
18	PEP	25	¶3	REG work in Ralston, IA. Where is UOP work?	
19	PEP	33	§6.2.1¶2	; this ok?	
20	PEP	33	§6.2.1¶5	REDACTED EXEMPTION 4	

PMC 112.2
(08/27/2009)

U.S. DEPARTMENT OF ENERGY
PROJECT MANAGEMENT CENTER

REQUEST FOR REVIEW

☐ Normal Review ☒ Expedited Review Date: 12/22/2009

Justification for Expedited Review ARRA Fully Conditional Award Deadline

Award Number: DE-EE0002877 FOA Number, if new award: DE-FOA-0000096

Item(s) For Review:
Fully Conditional Award

Total Project: $ E4
Federal Funds: $ 21,765,738

Specialist Listed on Award: Molly Hames Phone: 303-275-4864

Specialist Who Prepared Award: _____ Phone: _____

Note to Specialist: Send 72 Hour Congressional Notification for FOA action reviews, as required.

☐ PEER REVIEW

Comments:

Signature: _____ Date: _____

☐ CONTRACTING OFFICER REVIEW

☐ Approved ☐ Approved subject to comments below/attached ☐ Not Approved; Comments below/attached

Comments:

Signature: _____ Date: _____

☐ INDEPENDENT REVIEW

Comments:

Signature: _____ Date: _____

☐ LEGAL REVIEWS – SEE PAGE 2 (Delete page 2 if not required)

☐ OAFA BRANCH CHIEF REVIEW

☐ Approved ☐ Approved subject to comments below/attached ☐ Not Approved; Comments below/attached

Comments:

Signature: _____ Date: _____

☐ DIRECTOR FINANCIAL ASSISTANCE REVIEW – SEE PAGE 3 (Delete page 3, if not required)

☐ HEAD OF CONTRACTING ACTIVITY REVIEW – SEE PAGE 3 (Delete page 3, if not required)

IPLD REVIEW FOR FUNDING OPPORTUNITY ANNOUNCEMENTS

Comments: IPLD Review Results e-mails on: [insert date]

Signature: _____

IPLD REVIEW FOR NEW AWARDS & MAJOR MODS

Comments: IPLD Review Results e-mails on: [insert date]

LEGAL REVIEW FOR NEW AWARDS, MAJOR MODS & OTHER ACTIONS

Type of Review:
- ☐ New Award
- ☐ Mod, include short explanation:
- ☐ Novation/Name Change
- ☐ Other Action

Total Project: $
Federal Funds: $

Tailored Provisions Require Review for New Awards:
- ☐ Substantial Involvement Provision for Cooperative Agreements
- ☐ At Risk
- ☐ Conditional Availability of Funds
- ☐ NEPA
- ☐ Subcontractor Approval
- ☐ Specify other:

FOA Number: Title:

☐ Legally Sufficient ☐ Legally Sufficient subject to comments below/attached ☐ Legally Insufficient; Comments below/attached

Comments:

Signature: _____ Date: _____

☐ **FINANCIAL ASSISTANCE DIRECTOR REVIEW** **(Required for award actions greater than $25M)**

☐ Approved ☐ Approved subject to comments below/attached ☐ Not Approved; Comments below/attached

Comments:

Signature: _____ Date: _____

☐ **HEAD OF CONTRACTING ACTIVITY REVIEW** **(Required for award actions greater than $25M)**

☐ Approved ☐ Approved subject to comments below/attached ☐ Not Approved; Comments below/attached

Comments:

Signature: _____ Date: _____

U.S. Department of Energy
Project Management Center

FINANCIAL ASSISTANCE AWARD
INDEX and CHECKLIST
(BUYER USE ONLY)

Award #: DE-EE0002877 / 000 - Fully Conditional
Recipient Name: Solazyme, Inc.
FOA #: DE-FOA-0000096
Specialist: Molly Hames — **Phone:** 303-275-4864
Contracting Officer: Melissa Wise — **Phone:** 303-275-4907
Project Officer: Christy Sterner — **Phone:** 303-275-4720

Action 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: 05/28/2010
2	Verify Recipient's registration with FedConnect	Registration Confirmed on: 12/22/2009
3	Add Recipient to ASAP Enrollment Matrix; if applicable	Recipient added to Enrollment Matrix on: 12/22/2009
4	Route Award for "Review" to GO Finance Point of Contact (Debbie Reynolds) 5 business days prior to issuing award; for the purpose of confirming Supplier/Site set-up in STARS	STARS Supplier/Site set-up confirmed on: Completed in Bulk

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) - Solazyme, Inc.						
	AWD-007a	Application for Federal Assistance (Final SF-424 & Project Narrative)	SF-424	X		AWD-007a AppDocsPrime (Solazyme)	batch .pdf
		Resumes	n/a	X			
		SF-424A 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			
		Environmental Questionnaire	n/a	X			
		Project Management Plan (PMP)	n/a	X			
		Historical, Current, and Planned Technical and Financial Data	n/a	X			
		Business and Commercialization Plan	n/a	X			
		Pro forma	n/a	X			
		Intellectual Property (IP) Statement and Supporting Documentation	n/a	X			
		Process Flow Diagram and Supporting Data	n/a	X			
		Life-Cycle GHG Emission Reduction Data	n/a	X			
		Petroleum Displacement Analysis	n/a	X			
		Project Execution Plan (PEP)	n/a	X			

STRIPES Index #	Supporting Document		Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
	Successful Application Documentation (Sub #1) Abengoa						
	AWD-007b	SF-424A Budget Information	SF-424A	X		AWD-007b AppDocsSub[Abengoa]	batch .pdf
		Budget Justification	PMC 123.1	X			
	Successful Application Documentation (Sub #2) BlueFire						
	AWD-007c	SF-424A Budget Information	SF-424A	X		AWD-007c AppDocsSub[BlueFire]	batch .pdf
		Budget Justification	PMC 123.1	X			
	Successful Application Documentation (Sub #3) Cherokee Pharmaceuticals (CP)						
	AWD-007d	SF-424A Budget Information	SF-424A	X		AWD-007d AppDocsSub[CP]	batch .pdf
		Budget Justification	PMC 123.1	X			
	Successful Application Documentation (Sub #4) UOP						
	AWD-007e	SF-424A Budget Information	SF-424A	X		AWD-007e AppDocsSub[UOP]	batch .pdf
		Budget Justification	PMC 123.1	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-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	
AWD-018	Correspondence to Recipients (use this section for correspondence not issued at FOA level)						
	AWD-018a	Selection Letter		X		AWD-018a SelLtr	batch .pdf
	AWD-018b	Correspondence			X	AWD-018b 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	Division Director Review	n/a	X		AWD-019b DDRvw	.pdf
AWD-020	Guidance Letter		n/a	X		AWD-020 GuideLtr	.pdf
Cover Page	Assistance Agreement Form		n/a	X			
Body	Special Terms and Conditions		n/a	X			
Attachment 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		

NEW AWARDS:

1. This is a conditional award, comprised of this Assistance Agreement and the Special Terms and Conditions. Upon successful completion of negotiations, this award will be modified to lift its conditional status, to revise the Special Terms and Conditions, and to add additional attachments, such as Attachment 1, Intellectual Property Provisions; Attachment 2, Statement of Project Objectives; Attachment 3, Federal Assistance Reporting Requirements; and Attachment 4, Budget Information - Non Construction Programs.

2. The award was prepared using the proposed budget information in the Recipient's application. The Special Terms and Conditions, Provision 1 of the award states DOE will not release the funding obligated by this award until the Awardee submits a full application and subsequently requested supplemental information, the Contracting Officer reviews and approves the Awardee's application and supplemental information, and completion of negotiations. Performance against this award is, therefore, at the Recipient's own risk, and payments for costs incurred for the Recipient's project will not be made until completion of negotiations.

3. The administrative office for this award is 03601. The administrative office (administrative contracting activity) code is needed by the recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). Recipients must report to FederalReporting.gov by the 10th day of each quarter.

4. A representative of the DOE office will contact the Recipient to request additional and/or revised information needed to supplement and clarify the Recipient's application, to complete the negotiations of an amended award.

5. This award is issued with a 50% Recipient cost share requirement. The DOE share and Recipient share set forth in Block 12 of the Assistance Agreement represent a maximum estimate of the Total Estimated Project Cost, based on information available at the time of award. Upon the Recipient's completion of requirements to remove conditions on the award, the Contracting Officer will reevaluate the proposed project budget and the required cost share. The Total Estimated Project Cost shown in Block 12 of the Assistance Agreement may be adjusted with approval by the Contracting Officer.

DOE Award Administrator: Molly Hames
E-mail: molly.hames@go.doe.gov
Phone: 303-275-4864

DOE Project Officer: Christy Sterner
E-mail: christy.sterner@go.doe.gov
Phone: 303-275-4720

Recipient Business Officer: Anthony Day
E-mail: tday@solazyme.com
Phone: 650-780-4777

Recipient Principal Investigator: Anthony Day
E-mail: tday@solazyme.com
Phone: 650-780-4777

PMC 460.2
(09/06)

U.S. DEPARTMENT OF ENERGY – RISK ASSESSMENT

SECTION I – To be completed by the Specialist and forwarded to D&B Coordinator

Name of Requestor:	Molly Hames	**Date of Request:**	12/16/2009
Awardee Name:	Solazyme, Inc.	**Award No.**	DE-EE0002877
Street Address:	561 Eccles Avenue	**Project Title**	Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae
City/State/ZIP:	South San Fransisco, CA, 94080-1906	**DUNS Number:**	14-586-2012
Business Contact:	Anthony Day	**Phone Number:**	650-780-4777

☐ The Recipient has been selected for Award. Please pull a Dun & Bradstreet (D&B) Business Information Report (BIR). This report should be requested on all For Profit and Non-Profit Recipients with awards > $100K (DOE) (excluding Educational Institutions, Tribal Nations, or State and Local Governments). *This form should be used for new awards, renewals and continuations.*

☒ The Recipient is a Small Business entity and a D&B BIR report was pulled which identified a 4 rating. Please pull D&B Small Business Risk Account Scoring Report. The PMC460.3 "Authorization For Consumer Report Information" is properly signed and attached.

☐ The Recipient has requested reassessment due to changed situation. Date of initial report was: _____. A new PMC460.3 "Authorization For Consumer Report Information" is properly signed and attached. *(Note: A reassessment may be requested no sooner than 6 months after initial D&B report date)*

SECTION II -To be completed by D&B Coordinator

Type of D&B Report Pulled

☒ Business Information Report (BIR)

☐ Small Business Scoring Report (SBRASR) (PMC460.3 required)

Proper Authorization Verified Initial:_____

Report Pulled By:

Name: **Carlo DiFranco**

Date: **12/16/2009**

Electronic File Name: **PMC Shared Docs/Risk Assess/DB Reports/SOLAZYME, INC_121619.doc**

Comments:

D&B SCORE: 1R3

SECTION III - To Be Completed by FOA/Congressional Directed Project Specialist

The Specialist will make a risk assessment recommendation based on the following criteria.

All Recipients: Recipient is **not At Risk** if the last digit of the BIR Score is a 1, 2, or 3,

Other than Small Business: Recipient is **At Risk** if the last digit of the BIR Score is a 4, or there is no score and instead is a letter code or --

Small Business: If last digit of the BIR Score is 4, request a SBRASR report. If the SBRASR score is between 0 and 15, Recipient is **At Risk**.
If the SBRASR score is between 16 and 30, Recipient is **At Risk**, but may not require as high of a level of monitoring.
If the SBRASR score is greater than 30, Recipient is **not At Risk**.
If there is an unexpected event or material item discovered which will impact the assessment, further analysis may be required. (i.e. information received in conversation with the recipient)

Awardee Risk Determination

☐ At Risk (Include the **"At Risk"** provision in the Terms and Conditions of the Award. Follow-up is required if any Action Items are checked below)

☒ Not At Risk (No Further Action Required)

Action Items/Recommendations:

☐ Awardee requires on-going monitoring: Activate D&B Customer Watch Alert Monitoring Service and forward the results to the Specialist.
☐ CP Analysis required on additional information received (i.e. Financial Statements, SBRASR Reports)*
☐ Other:_____

Comments: The Recipient will be put on ACH payment terms.

Assessment Completed by: Molly Hames, Grants and Agreements Specialist Date: 12/16/2009
[Enter Name, Title]

Specialists: Forward this form, or the results (including Recipient Name, DUNS, Award No., and Y/N At-Risk Determination), to the D&B Coordinator, who will update the Tracking Log and activate the D&B Customer Watch, if applicable. Place this form in the Award File, along with the first page of the D&B Report containing the score. *The Specialist shall initiate a PMC 420.3 form if CP analysis is required (GO only).

To save report(s) to your PC, click here for instructions. Print this Report

D&B Business Information Report: SOLAZYME, INC.

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ATTN: Carlo DiFranco
2009

Report Printed: DEC 16

In Date

* * * BUSINESS SUMMARY * * *

SOLAZYME, INC.
561 Eccles Ave
Moved From: 571 Eccles Ave, South San Francisco, Ca
South San Francisco, CA 94080

This is a single location.		D-U-N-S® Number:	14-586-2012
Web site:	www.solazyme.com	D&B Rating:	1R3
Telephone:	650 871-4810	Number of employees:	1R is 10 or more employees.
Chief executive:	JONATHAN WOLFSON, CEO	Composite credit appraisal:	3 is fair.
Year started:	2004		
Employs:	33	D&B PAYDEX®:	
History:	CLEAR	12-Month D&B PAYDEX:	76
Financing:	SECURED	When weighted by dollar amount, payments to suppliers average 6 days beyond terms.	
SIC:	8731		
Line of business:	Commercial physical research	Based on trade collected over last 12 months.	

* * * SPECIAL EVENTS * * *

REDACTED

FOIA EXEMPTION 4

Samples	Cellulose
	ASTM E-1821-96 or E-1758-95
	percent mass
Sugarcane Bagasse	39.01
Switchgrass	33.52
Switchgrass	31.17
Sweet Sorghum	22.48
Cellulose sludge	31.35

Hemicellulose
ASTM E-1821-96 or E-1758-95
percent mass
24.91
25.72
26.18
13.81
9.82

Feb-10	1
Mar-10	2
Apr-10	3
May-10	4
Jun-10	5
Jul-10	6
Aug-10	7
Sep-10	8
Oct-10	9
Nov-10	10
Dec-10	11
Jan-11	12
Feb-11	13
Mar-11	14
Apr-11	15
May-11	16
Jun-11	17
Jul-11	18
Aug-11	19
Sep-11	20
Oct-11	21
Nov-11	22
Dec-11	23
Jan-12	24
Feb-12	25
Mar-12	26
Apr-12	27
May-12	28
Jun-12	29
Jul-12	30
Aug-12	31
Sep-12	32
Oct-12	33
Nov-12	34
Dec-12	35

Jan-13	36
Feb-13	37
Mar-13	38
Apr-13	39
May-13	40
Jun-13	41
Jul-13	42
Aug-13	43
Sep-13	44
Oct-13	45
Nov-13	46
Dec-13	47
Jan-14	48
Feb-14	49
Mar-14	50
Apr-14	51
May-14	52
Jun-14	53
Jul-14	54
Aug-14	55
Sep-14	56
Oct-14	57
Nov-14	58
Dec-14	59
Jan-15	60
Feb-15	61
Mar-15	62
Apr-15	63
May-15	64
Jun-15	65
Jul-15	66
Aug-15	67
Sep-15	68
Oct-15	69
Nov-15	70
Dec-15	71
Jan-16	72
Feb-16	73
Mar-16	74
Apr-16	75
May-16	76
Jun-16	77
Jul-16	78
Aug-16	79
Sep-16	80
Oct-16	81
Nov-16	82

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

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

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

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

(a) Definitions

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

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

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

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

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

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

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

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

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

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

(b) Allocation of Rights

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

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

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

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

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

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

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

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

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

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

(c) Copyright

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

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

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

(d) Release, Publication and Use of Data

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

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

(e) Unauthorized Marking of Data

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

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

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

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

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

(f) Omitted or Incorrect Markings

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

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

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

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

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

(2) The Contracting Officer may also:

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

(ii) Correct any incorrect notices.

(g) Rights to Protected Data:

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

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

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

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

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

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

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

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

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

(h) Protection of Limited Rights Data

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

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

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

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

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

(End of notice)

(i) Subaward/Contract

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

(j) Additional Data Requirements

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

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

(End of clause)

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

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the files entitled:
Summary.pdf,
091221_Solazyme_PMC134_1_StatementOfProjectObjectives.pdf, and
091223_IBR_ARRAprojects_Solazyme.pdf, which are all parts of the proposal upon which this contract is based.

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

(a) Definitions

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

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

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

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

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

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

(b) Allocation of Principal Rights

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

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

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

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

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

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

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

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

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

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