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

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

This recipient is receiving ARRA funds, and the Davis Bacon Act applies; therefore, the ARRA provisions have been included in the award. The indirect rates have not been negotiated for the prime and the Reopener provision has been added to the Special Terms and Conditions of the award, so that we may address these at a later date. Continuation provision, Funding of Budget Periods, Blanket CX NEPA provision, and Contingency provision have also been included in the special terms and conditions of this award, due to the holds on budget period 2 for the prime and subrecipients.

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

Solazyme was cost share fro › 20%, per the selection statement. Solazyme cost share to 20%.

REDACTED
EXEMPTION 4

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

The forthcoming evaluation for the BP2 scope and activities will include subrecipients with budgets above the $250,000 threshold for additional evaluation. These additional evaluations will be addressed at that time.

The Project Officer has determined, based on the SOPO and certification from the Recipient, that the tasks within BP1 are consistent with those categorically excluded from additional NEPA review under the Blanket CX, particularly CX A.9. Task B.3 in the SOPO titled. 'Prepare Manufacturing Site'

REDACTED
EXEMPTION 4

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

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

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

Solazyme, their subrecipients, contractors, vendors, and other entities involved in this project will comply with Davis Bacon Act requirements where those requirements are applicable for this project. The Davis Bacon Act will apply to Budget Period 2. Neither the Recipient not its subcontractors will be constructing, altering, or repairing anything in Budget Period 1.

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 — 3/17/10
Signature — 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 — 03/17/10
Signature — 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.)

Melissa Wise — 3/26/10
Signature — Date

Melissa Wise
Contracting Officer

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	Date Submitted:	01/08/2010
Attachments: (1) Financial Assistance Pre-Award Information Sheet (PMC 121.1) (2) Scope of Work or Statement of Project Objectives	Request Reply By:	03/31/2009

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

Awardee:	Solazyme, Inc.		
Project Title:	**Recovery Act - Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae**		
Award/Mod/Amendment No:	**DE-EE0002877 / 001**	Awardee POC:	Anthony Day
FOA Title: Recovery Act - Demonstration of Integrated Biorefinery Operations		Phone:	650-780-4777
Topic Area(s): Topic Area 5		E-mail Address:	tday@solazyme.com
Date of Application (including any modifications): 12/23/2009		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:

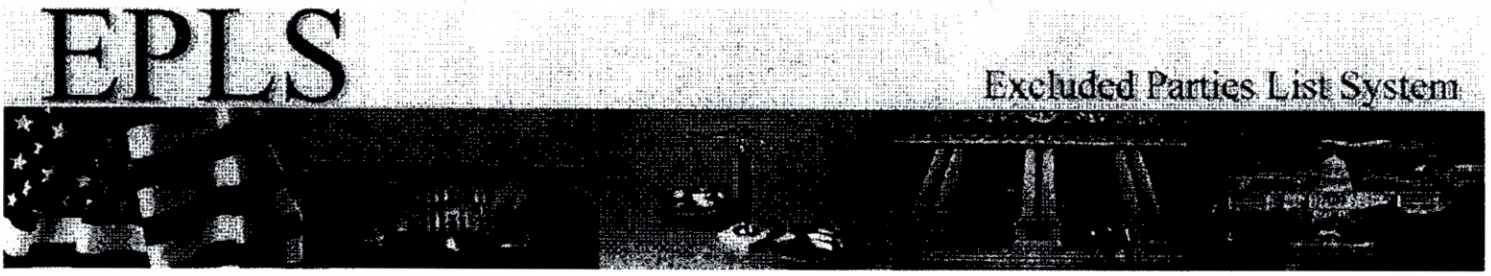
Hames, Molly

From: Moody, Julia
Sent: Thursday, March 11, 2010 2:02 PM
To: Hames, Molly
Cc: Costello, Jacki
Subject: IP clause set for Solazyme EE0002877
Attachments: Solazyme EE0002877 CDSB_1003.doc

Molly,

I am attaching the IP clause set for this award.

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



EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Solazyme, Inc or Cherokee Pharmaceuticals LLC or Abengoa BioEnergy or Bluefire Ethanol, Inc. or UOP LLC

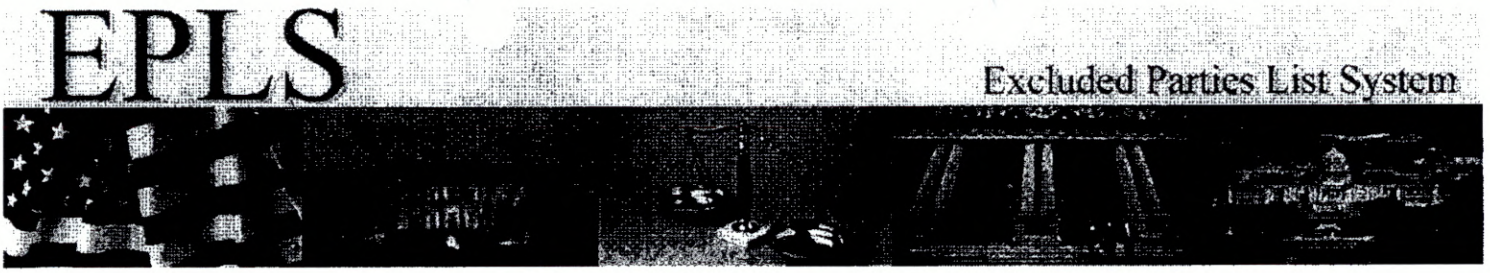
As of 15-Mar-2010 12:34 PM EDT

Save to MyEPLS

Your search returned no results.

It is further recommended that you perform a **Partial Name** search on any word of the name to further confirm the eligibility status of the party. An additional **Partial Name** search might be necessary because an **Exact Name** match will not be found if the spelling or format of the name you are searching for is different than the name of the exclusion in EPLS.

Back New Search Printer-Friendly



EPLS Search Results

Search Results for Parties Excluded by

Exact Name : Natural Resources Group LLC or Renewable Energy Group, Inc. or Bauer, Dennis or Wooley, Robert or Cuzen, John

As of 15-Mar-2010 12:36 PM EDT

Save to MyEPLS

Your search returned no results.

It is further recommended that you perform a **Partial Name** search on any word of the name to further confirm the eligibility status of the party. An additional **Partial Name** search might be necessary because an **Exact Name** match will not be found if the spelling or format of the name you are searching for is different than the name of the exclusion in EPLS.

Back New Search Printer-Friendly

Hames, Molly

From: Gypsy Achong [gachong@solazyme.com]
Sent: Tuesday, March 02, 2010 1:50 PM
To: Hames, Molly
Cc: Sterner, Christy; Lindeman, Chris; sergio.arnabar@cherokee-pharma.com
Subject: FW: DOE Award: DE-EE0002877 - Solazyme, Inc.
Attachments: PMC400_2_Sample_IR_Proposal_preaward.doc

Dear Molly,

REDACTED
EXEMPTION 4

-----Original Message-----
From: Hames, Molly [mailto:molly.hames@go.doe.gov]
Sent: Friday, February 05, 2010 12:48 PM
To: Gypsy Achong
Cc: Sterner, Christy
Subject: DOE Award: DE-EE0002877 - Solazyme, Inc. - Indirect Rates

Hello,

REDACTED
EXEMPTION 4

Please let me know, and do not hesitate to contact me with any questions.

Thanks,

Molly Hames
Grants & Agreements Specialist
U.S. Department of Energy
Golden Field Office
1617 Cole Blvd. Golden, CO 80401
Phone: 303-275-4864
Fax: 303-275-4754

REDACTED

FOIA EXEMPTION 4

REDACTED

FOIA EXEMPTION 4

PMC 112.2
(08/27/2009)

U.S. DEPARTMENT OF ENERGY
PROJECT MANAGEMENT CENTER

REQUEST FOR REVIEW

☐ Normal Review ☒ Expedited Review Date: 03/15/2010

Justification for Expedited Review ARRA March 31st Deadline

Award Number: DE-EE0002877 - Solazyme FOA Number, if new award: N/A

Item(s) For Review: Lift Budget Period 1 Conditions

Total Project: $ 27,207,135
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:

REDACTED
EXEMPTION 5 (Deliberative process)

Signature: Date: 3/17/10

☐ CONTRACTING OFFICER REVIEW

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

Comments:

REDACTED
EXEMPTION 5 (Deliberative process)

Signature: Melissa Wise Date: 3/22/10

☐ 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: _____

REDACTED

FOIA EXEMPTION 4

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 ~~Grant and Cooperative~~ Assistance Agreement ~~Cover Page~~, 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.	Contingency Provision

c. Applicable program regulations.
d. DOE Assistance Regulations, 10 CFR Part 600 at http://ecfr.gpoaccess.gov.
e. If the award is for research and the award is for a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp apply.
f. Application/proposal as approved by DOE.
g. 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 09/30/2015, consisting of the following Budget Periods:

Budget Period	Start Date	End Date
1	01/28/2010	09/30/2010
2	TBD	TBD

The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

15. 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.

16. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced in the Agreement ~~Cover Page~~. A list of all intellectual property provisions may be found at Assistance http://www.gc.doe.gov/financial_assistance_awards.htm.

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 ~~IP Service Providers List is found at~~ http:~~//www.gc.doe.gov/documents/Intellectual_Property_(IP)_Service_Providers_for_Acquisition.pdf~~

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

17. 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;

ASSISTANCE AGREEMENT

1. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
DE-EE0002877	001	01/28/2010	81.087

5. Awarded To	6. Sponsoring Office	7. Period of Performance
SOLAZYME, INC. Attn: MATTHEW FROME 561 ECCLES AVE SOUTH SAN FRANCISCO CA 940801906	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401	01/28/2010 through 09/30/2010

8. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
☐ Grant ☒ Cooperative Agreement ☐ Other	111-5 ~~109-58~~, Recovery Act 2009 109-58, Energy Policy Act 2005	10EE003271

11. Remittance Address	12. Total Amount	13. Funds Obligated
SOLAZYME, INC. Attn: MATTHEW FROME 561 ECCLES AVE SOUTH SAN FRANCISCO CA 940801906	Govt. Share: $21,765,738.00 Cost Share : Total :	This action: $0.00 Total : $21,765,738.00

Ex 4

14. Principal Investigator	15. Program Manager	16. Administrator
Anthony Day Phone: 650-780-4777	Carol Christine Sterner Phone: 303-275-4720	Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393

17. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	OR for Golden U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4517 Oak Ridge TN 37831	See Attachment 3.

20. Accounting and Appropriation Data

Biomass - IBR ARRA

21. Research Title and/or Description of Project

RECOVERY ACT - SOLAZYME INTEGRATED BIOREFINERY (SZIBR): DIESEL FUELS FROM HETEROTROPHIC ALGAE

For the Recipient		For the United States of America	
22. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer	
23. Name and Title	24. Date Signed	26. Name of Officer Melissa Y. Wise	27. Date Signed 03/15/2010

Working Copy

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-EE0002877/001	2	3

NAME OF OFFEROR OR CONTRACTOR
SOLAZYME, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 145862012 The administrative office (administrative contracting activity) for this award/modification/amendment is 03601 (administrative contracting activity) from STRIPES. The administrative office (administrative contracting activity) code is needed by the contractor/recipient for reporting to FederalReporting.gov concerning awards made with funding from the American Recovery and Reinvestment Act of 2009 (ARRA or Recovery Act). The purposes of this modification are to: 1) Delete and replace the Special Terms and Conditions; 2) Add the Intellectual Property Provisions, ~~CSDB~~ CDSB-1003 (Attachment 1); 3) Add the Statement of Project Objectives (Attachment 2); 4) Add the Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2 (Attachment 3); 5) Add the Budget Information, SF-424A (Attachment 4); and 6) Add the Requirements For Contingency Funds for Integrated Biorefinery Projects, Appendix (Attachment 5); All other terms and conditions remain unchanged. In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period, shown as 01/28/2010 through 09/30/2010. For multiple Budget Periods, see Special Terms and Conditions, Provision 4, "Award Project Period and Budget Periods." DOE Award Administrator: Molly Hames E-mail: molly.hames@go.doe.gov Phone: 303-275-4864 DOE Project Officer: Christy Sterner Continued ... E-mail: christy.sterner@go.doe.gov				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED: DE-EE0002877/001

PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR: SOLAZYME, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Phone: 303-275-4720 Recipient Business Officer: Anthony Day E-mail: tday@solazyme.com Phone: 650-780-4777 Gypsy? Recipient Principal Investigator: Anthony Day E-mail: tday@solazyme.com Phone: 650-780-4777 "Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents." ASAP: NO Extent Competed: COMPETED Davis-Bacon Act: YES Fund: 05794 Appr Year: 2009 Allottee: 31 Report Entity: 200835 Object Class: 41000 Program: 1004173 Project: 2004000 WFO: 0000000 Local Use: 0000000 TAS Agency: 89 TAS Account: 0331				

SPECIAL TERMS AND CONDITIONS

Table of Contents

Number	Subject	Page
1.	RESOLUTION OF CONFLICTING CONDITIONS	2
2.	AWARD AGREEMENT TERMS AND CONDITIONS	2
3.	ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS	2
4.	AWARD PROJECT PERIOD AND BUDGET PERIODS	2
5.	PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDER INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)	3
6.	COST SHARING	4
7.	REBUDGETING AND RECOVERY OF INDIRECT COSTS	4
Delete 8.	~~USE OF PROGRAM~~ INCOME	5
9.	FINAL INCURRED COST AUDIT	5
10.	STATEMENT OF FEDERAL STEWARDSHIP	5
11.	STATEMENT OF SUBSTANTIAL INVOLVEMENT	5
12.	SITE VISITS	6
13.	REPORTING REQUIREMENTS	7
14.	PUBLICATIONS	7
15.	FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS	8
16.	INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION	8
17.	NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD	8
18.	CONTINUATION APPLICATION AND FUNDING	9
19.	LOBBYING RESTRICTIONS	10
20.	NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS	10
21.	PROPERTY	11
22.	DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS	11
Use "Funding of Budget Periods" instead 23.	~~CONDITIONAL AVAILABILITY OF FUNDS~~	11
24.	INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP	12
25.	NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS	13
26.	INDEMNITY	13
~~27.~~	~~SUBCONTRACT APPROVALS~~	~~14~~
delete 28.	SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (May 2009)	14
29.	REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE RECOVERY ACT	19
30.	RECOVERY ACT TRANSACTIONS LISTED IN SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUBRECIPIENTS	19
31.	WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT	20
32.	DAVIS BACON ACT AND CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	20
33.	REOPENER TERM – PENDING INDIRECT RATES – FINANCIAL ASSISTANCE	31
34.	CONTINGENCY	32

*Need to add Buy American provision.

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.	~~Contingency Provision~~ → 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~~ 01/28/2010 through 03/31/2013, consisting of the following Budget Periods:

Budget Period	Start Date	End Date
1	01/28/2010	09/30/2010
2		

REDACTED
EXEMPTION 4

6. COST SHARING

a. Total Estimated Project Cost is the sum of the Federal Government share and Recipient share of the estimated project costs. 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 total 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 $ / %	Recipient Cost Share $ / %	Total Estimated Costs
1		REDACTED EXEMPTION 4	
2			
Total Project			

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 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 that 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 sharing 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. USE OF PROGRAM INCOME

If you earn program income during the project period as a result of this award, you must deduct the program income from the total allowable project costs to determine the net allowable costs on which the Federal share is based.

9. 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.

10. 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.

11. 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.

The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

15. 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.

16. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

a. The intellectual property provisions applicable to this award are provided as an attachment to this award~~, or are referenced in the Agreement Cover Page. A list of all intellectual property provisions may be found at http://www.gc.doe.gov/financial_assistance_awards.htm.~~

Use different version. See ADM as an example.

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

17. 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.

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.

Use Funding of Budget Periods instead

23. CONDITIONAL AVAILABILITY OF FUNDS

a. At Risk Notice: Notwithstanding the obligation of funds shown in Block 13 of the Assistance Agreement, with the exception of Budget Period 1 costs, no other funds shall be made available to the Recipient for payment, and DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient, until the Condition Subsequent in paragraph (b) below is fully complied with by the Recipient.

b. Condition Subsequent: As a condition to either receiving funds under this award or

25. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

DOE has made a conditional NEPA determination for this award, and hereby funds certain tasks that qualify for categorical exclusions from further NEPA review. The remainder of the project funding remains conditioned upon the Department's final NEPA determination.

You are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to DOE providing either a NEPA clearance or a final NEPA decision regarding this project. Prohibited actions include: Any activities identified as prohibited by the DOE Contracting Officer, Project Officer, or the NEPA Compliance Officer. These actions include, but are not limited to: Final Design; Site Characterization; Installation; Drilling and Environmental Monitoring.

Space

This is slightly different from EF2a. Please use language on signed EF2a.

This restriction does not preclude you from activities as defined below:

- Information gathering (including, but not limited to, literature surveys, inventories, audits), data analysis (including computer modeling), document preparation (such as conceptual design or feasibility studies, analytical energy supply and demand studies), and dissemination (including, but not limited to, document mailings, publication, and distribution; and classroom training and informational programs), but not including site characterization or environmental monitoring, and non-laboratory research.
- Technical advice and planning assistance to international, national, state, and local organizations.

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

If you move forward with activities that are not authorized for Federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share. If this award includes construction activities, you must submit an environmental evaluation report/evaluation notification form addressing NEPA issues prior to DOE initiating the NEPA process.

26. INDEMNITY

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

27. SUBCONTRACT APPROVALS

a. At Risk Notice: The Recipient must obtain written approval by the Contracting Officer for reimbursement of costs associated with the subcontractors listed in paragraph b. below for all activities within Budget Period 2. If the subcontract is under $250,000, the Recipient must submit a Statement of Project Objectives, and basis of cost estimate. If the subcontract is $250,000 or more, the Recipient must submit (1) Statement of Project Objectives; (2) SF424A Budget Information, (3) PMC 123.1 Cost Reasonableness Determination for Financial Assistance, (4) approved rate agreement or proposal, (5) EF1 and Environmental Questionnaire. No funds shall be expended on the subcontracts supporting the tasks identified in Budget Period 2 unless DOE approval is provided. DOE does not guarantee or assume any obligation to reimburse costs incurred by the Recipient or subcontractor for these tasks, until approval is provided in writing by the Contracting Officer. Provision 22, "Reopener Term – Pending Indirect Rates – Financial Assistance" requirements apply to all subcontractors on this award.

b. Contracting Officer approval as set out above is requested for the following:

Budget Period	Subcontractors		Proposed Total Amount ($)
Budget Period 2		REDACTED EXEMPTION 4	

The DOE Contracting Officer may require additional information concerning these tasks prior to providing written approval.

c. Upon written approval by the Contracting Officer, the Recipient may then receive payment for the tasks identified in paragraph b. above for allowable costs incurred, or DOE will recognize costs incurred toward cost share requirements, if any, in accordance with the payment provisions contained in the Special Terms and Conditions of this agreement.

28. SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN

34. CONTINGENCY

(a) Contingency Requirement. A minimum amount of Contingency is required for awards selected under Funding Opportunity Announcement DE-FOA-0000096. "Contingency" is defined in the Appendix as: "a provision in the Project Management Plan to mitigate cost and/or schedule risk." Contingency funds must be (a) liquid, (b) immediately available, and (c) unrestricted funds dedicated exclusively to the Project for the purpose of mitigating project performance baseline risk. Contingency funds may come from a variety of sources, as approved by the Contracting Officer on a case-by-case basis in accordance with the Appendix to these Terms and Conditions. (Attachment 5).

(b) Minimum Amount of Contingency. Initial Contingency funds shall be not less than 25 percent of the Total Project Cost that begins with Budget Period 2, as more specifically described in Section B(2) of the Appendix to these Terms and Conditions. (Attachment 5).

(c) Contingency Not Counted Toward Cost Share or DOE Reimbursement. Contingency is in addition to the Total Project Cost and cannot count toward cost share or result in reimbursement by DOE above the share approved in the award.

(d) Appendix. All of the terms and conditions set forth in this provision shall be further subject to the requirements and clarifications of ~~the Appendix.~~ Attachment 5.

the major project campaigns specified in Task D.

C.9.5: Shakedown complete (DOE Core)

C.10: Commissioning – Start of commercial operation (DOE Core)

Task D: Operate SzIBR to optimize and demonstrate integrated process

Solazyme shall conduct a series of major campaigns through the entire integrated process flow at SzIBR , collect extensive process data, and optimize the process parameters. The expected outcome is the demonstration of key performance parameters (KPPs) that Solazyme has specified. These KPPs correspond to process productivity, yield, and efficiency metrics required to reach commercial cost objectives (when the process is transferred to a commercial-scale facility).

Solazyme shall facilitate an Independent Engineer Performance Test.

REDACTED
EXEMPTION 4

Task E:

Solazyme shall

Task F: Optimize fermentation parameters at laboratory scale to support integrated pilot operations at SzIBR

Solazyme shall optimize the fermentation performance at laboratory scale in support of operations at SzIBR. The expected outcome is data that will guide pilot-scale operations.

Task G: Refine algal oil from SzIBR to standard liquid transportation fuels

Solazyme will deliver the purified algal oil generated in Task D to subcontractors that will refine the oil to standard liquid transportation fuels, including biodiesel and renewable diesel. The expected outcome is liquid transportation fuels that fully comply with all applicable standards.

Task H: Submit reports

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

REDACTED
EXEMPTION 4

~~Task H: Submit reports~~

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

Federal Assistance Reporting Instructions (02/09)

A. MANAGEMENT REPORTING

Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. The DOE award number and name of the recipient.

2. The project title and name of the project director/principal investigator.

3. Date of report and period covered by the report.

4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.

5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. **This section should not contain any proprietary data or other information not subject to public release.** If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.

6. Cost Status. Show approved budget by budget period and actual costs incurred. If cost sharing is required break out by DOE share, recipient share, and total costs.

7. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variance. You may use your own project management system to provide this information.

8. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.

9. Actual or anticipated problems or delays and actions taken or planned to resolve them.

10. Any absence or changes of key personnel or changes in consortium/teaming arrangement.

11. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:

    A. Publications (list journal name, volume, issue); conference papers; or other public releases of results.

    B. Web site or other Internet sites that reflect the results of this project.

    C. Networks or collaborations fostered.

Applicant Name: Solazyme, Inc. Award Number: DE-EE0002877.001 Attachment 4

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds: Federal (c)	Estimated Unobligated Funds: Non-Federal (d)	New or Revised Budget: Federal (e)	New or Revised Budget: Non-Federal (f)	New or Revised Budget: Total (g)
1. Budget Period 1	81.087			$969,689		
2. Budget Period 2				TBD		
3.					REDACTED EXEMPTION 4	
4.				$21,745,738		
5. Totals		$0				

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity: (1) BP1	(2) BP2	(3)	(4)	Total (5)
a. Personnel					
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual					
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)					
j. Indirect Charges					
k. **Totals** (sum of 6i-6j)					
7. Program Income					

REDACTED EXEMPTION 4