To: Lavergne, Pamela
Subject: FW: Cost Price Request - DE-EE0002877 - Solazyme, Inc.

Hello Pam.

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EXEMPTION 4

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(Deliberative Process)

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

-----Original Message-----
From: Sarah McQuaid [mailto:smcquaid@solazyme.com]
Sent: Friday, May 14, 2010 11:06 AM
To: Hames, Molly
Subject: RE: Cost Price Request - OE-EE0002877 - Solazyme, Inc.

Hi Molly,

Thanks for checking in with me. I don't actually have contact information for Sergio but I did speak to another contact at Cherokee who assured me that Sergio is still around and probably the right person to talk to (or at least could refer to the right person). He promised me that he would ask Sergio to return Pam's calls or emails. Please let me know if Pam continues to have problems and if possible send me direct contact information for Sergio and I will follow up again.

Best regards,

Sarah

Sarah Larkin McQuaid, Ph.D., P.M.P.,
Assoc. Oirector Program Management,
Solazyme Inc.
Phone: 650.780.4777 x 5122
-----Original Message-----
From: Hames, Molly [mailto:molly.hames@go.doe.gov]
Sent: Friday, May 14, 2010 8:14 AM
To: Sarah McQuaid
Subject: FW: Cost Price Request - DE-EE0002877 - Solazyme, Inc.

Hello,
I apologize, I forgot you were the new contact for this award. Please see the message below.

Molly Hames
Grants & Agreements Specialist
U.S. Department of Energy
Golden Field Office

1617 Cole Blvd. Golden, CD 80401
Phone: 303-275-4864
Fax: 303-275-4754

-----Original Message-----
From: Hames, Molly
Sent: Friday, May 14, 2010 9:12 AM
To: 'Gypsy Achong'
Cc: Sterner, Christy; English, Christine
Subject: FW: Cost Price Request - DE-EE0002877 - Solazyme, Inc.

Hello Gypsy,
Dur Cost/price Analyst has not been able to reach Sergio at Cherokee Pharmaceuticals. She is unable to complete her review and determination of the proposed indirect rates for your award until we receive their indirect cost proposal. I am unsure how to proceed, so I thought I would ask you for guidance on whom to contact?

Thanks,

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

-----Original Message-----
From: Lavergne, Pamela
Sent: Monday, May 10, 2010 11:04 AM
To: 'Sergio.arnabar@cherokee-pharma.com'
Cc: Hames, Molly
Subject: FW: Cost Price Request - DE-EE0002877 - Solazyme, Inc.

Good Afternoon,

I have not yet received the indirect rate proposal as referenced below.

We cannot make a determination as to the appropriate allowable elements proposed in the indirect costs and if these costs have been properly segregated by direct / indirect costs without the cost proposal documentation which supports the fringe and indirect rates proposed.

Thank you,
Pam

Pam Lavergne
U.S. Department of Energy
Contract Cost/Price Analyst
Direct: 720-356-1474

FAX: 720-356-1550

"The Greatest Casualty is Being Forgotten. We are the Land of the Free, Because of the Brave"

-----Original Message-----
From: Hames, Molly
Sent: Wednesday, April 14, 2010 3:41 PM
To: Lavergne, Pamela
Subject: FW: Cost Price Request - DE-EE0002877 - Solazyme, Inc.

Hello Pam,

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(Deliberative Process)

Sergio's contact information is:

Phone: 570 271 2194
Email: Sergio.arnabar@cherokee-pharma.com

Let me know what you need me to do.
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

Hames, Molly

From: Wise, Melissa
Sent: Tuesday, June 08, 2010 5:49 PM
To: 'Sarah McQuaid'
Cc: Sterner, Christy; Graber, Kim; Schledorn, Michael; Hames, Molly
Subject: RE: Solazyme side letter re "dedicated"
Attachments: Contingency Clarification doc.pdf

Dear Sarah,

Please find the attached letter which clarifies the meaning of "dedicated" in the Contingency requirement. The original letter is in the mail.

Kind regards,
Melissa

Melissa Wise
Grants and Agreements Specialist
U.S. Department of Energy
Golden Field Office

-----Original Message-----
From: Sarah McQuaid [mailto:smcquaid@solazyme.com]
Sent: Thursday, May 27, 2010 10:14 AM
To: Sterner, Christy
Cc: Wise, Melissa; neil.rossmeissl@go.doe.gov; Schledorn, Michael; Graber, Kim; Tyler Painter; Bob Florence; David Isaacs
Subject: Solazyme side letter re "dedicated"

Dear Christy,

Please find attached our proposed language for a side letter from the DOE clarifying the meaning of the word "dedicated" as used in the Contingency Appendix to Special Terms & Conditions, for use by our auditors. Please excuse our delay in providing this document. Please let me know if you have any questions or concerns.

Very best regards,

Sarah

Sarah Larkin McQuaid, Ph.D., P.M.P.,

Assoc. Director Program Management,

Solazyme Inc.

Phone: 650.780.4777 x 5122

Hames, Molly

From: Wise, Melissa
Sent: Thursday, May 06, 2010 5:19 PM
To: Schledorn, Michael
Cc: Sterner, Christy; Graber, Kim; Hames, Molly
Subject: FW: Solazyme Project DE-EE0002877 Contingency Request
Attachments: 100506 DOE contingency request.pdf

Mike,

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EXEMPTION 5
(Deliberative Process)

I'd like to set up an internal meeting with you, Molly, Christy, and Kim sometime on Monday to discuss further.

Thanks,
Melissa

Melissa Wise
Grants and Agreements Specialist
U.S. Department of Energy
Golden Field Office

-----Original Message-----
From: Bob Florence [mailto:bflorence@solazyme.com]
Sent: Thursday, May 06, 2010 4:40 PM
To: Wise, Melissa; Sterner, Christy; Graber, Kim
Cc: JHerrick@BHFS.com; David Isaacs; Tyler Painter; Sarah McQuaid; Bob Florence
Subject: Solazyme Project DE-EE0002877 Contingency Request

Dear Ms. Wise,

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EXEMPTION 5
(Deliberative Process)

Thank you in advance.

Best Regards,

Bob

Bob Florence

Sr. Director Program Management and Logistics

Solazyme, Inc

Office: 650 416 5120

Mobile: 650 703 9088

Hames, Molly

From: Hames, Molly
Sent: Wednesday, April 14, 2010 3:41 PM
To: Lavergne, Pamela
Subject: FW: Cost Price Request - DE-EE0002877 - Solazyme, Inc.
Attachments: PMC420_3_Request_Review_IDR_FA_Form - Solazyme, Inc..doc; Prime - Solazyme, Inc. - PMC 410.1 DCAA_Audit_04281_2009A17740010.pdf; Prime - Solazyme, Inc. - PMC 410.1 Financial Information Request.pdf; Prime - Solazyme, Inc. - Indirect Rate Justification.doc; Prime - Solazyme, Inc. - SF424A Budget.xls; Prime - Solazyme, Inc. - PMC 123.1 Budget Justification.xls; Sub - Cherokee Phamaceuticals - PMC 123.1 Budget Justification.xls; Sub - Cherokee Phamaceuticals - SF424A Budget.xls; Sub - UOP, LLC - PMC 123.1 Budget Justification.xls; Sub - UOP, LLC - SF424A Budget.xls; Sub - Abengoa Bioenergy - PMC 123.1 Budget Justification.xls; Sub - Abengoa Bioenergy - SF424A Budget.xls; Sub - BlueFire - PMC 123.1 Budget Justification.xls; Sub - BlueFire - SF424A Budget.xls; Sub - Cherokee Phamaceuticals - Indirect Rate Justification.doc

Hello Pam,
I submitted this a while ago and you asked me if we could get permission to talk to Cherokee Pharmaceuticals. We now have this permission, but I have been unable to get in touch with them. I was unsure if you still need this information from Cherokee before you make a determination. Please let me know. Here is the information the prime gave to me for Cherokee:

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EXEMPTION 5
(Deliberative Process)

Phone: 570 271 2194
Email: Sergio.arnabar@cherokee-pharma.com

Let me know what you need me to do.
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

-----Original Message-----
From: Hames, Molly
Sent: Wednesday, January 20, 2010 10:31 AM
To: GO CostPrice
Subject: Cost Price Request - DE-EE0002877 - Solazyme, Inc.

Hello,
I would like to request a Cost/Price Review for Solazyme, Inc., which is an award selected under the most recent IBR FOA in the Biomass Program. I have included the sub-recipient budgets in case you need them. Please let me know if you need anything else.

S:\Biomass\2010 Competitive Awards\EE0002877 - Solazyme, Inc\000 - Fully Conditional - REQ10EE002334\Working Files\Original Application - 6239_SOLAZYME INC

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

Hames, Molly

From: Hames, Molly
Sent: Monday, April 12, 2010 11:47 AM
To: sergio.arnabar@cherokee-pharma.com
Cc: Sterner, Christy; Lindeman, Chris
Subject: RE: DOE Award: DE-EE0002877 - Solazyme, Inc. - Indirect Rates
Attachments: 100224_Cherokee_Justification for SF424A Budget - PMC123.1.XLS

Hello,
Could you please provide us with a copy of your indirect rate agreement? We will need this for lifting Budget Period 2 conditions. Please 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

-----Original Message-----
From: Gypsy Achong [mailto: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. - Indirect Rates

Dear Molly,

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EXEMPTION 4

REDACTED
EXEMPTION 5
(Deliberative Process)

Phone: 570 271 2194
Email: Sergio.arnabar@cherokee-pharma.com

Sergio, attached is the sample indirect rate proposal form downloaded from the following website:
https://www.eere-pmc.energy.gov/forms.aspx

Molly, please let Sergio know when you will need Cherokee's indirect rate proposal.

Thanks for your help,
Gypsy

-----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,
In addition to the indirect rate proposal you've already submitted, we need one from your sub-recipient, Cherokee Pharmaceuticals. I am requesting that our CP Analyst take a look at you and your sub-recipient's indirect rate proposals while the budgets are still being negotiated, in order to expedite the process of lifting conditions on your awards.

Also, would it be okay for the CP Analyst to directly contact your sub-recipients, or would you rather our CP Analyst work through you instead?

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 Dffice
1617 Cole Blvd. Golden, CO 80401
Phone: 303-275-4864
Fax: 303-275-4754

PMC 112.2
(08/27/2009)

U.S. DEPARTMENT OF ENERGY
PROJECT MANAGEMENT CENTER

REQUEST FOR REVIEW

☒ Normal Review ☐ Expedited Review Date: 08/13/2010

Justification for Expedited Review _____

Award Number: DE-EE0002877.002 FOA Number, if new award:

Item(s) For Review: Budget Period 1 Budget Revision

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: SEE BLUE TABS & NOTES; GREAT JOB!

Signature: _____ Date: 8/18/10

☐ CONTRACTING OFFICER REVIEW

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

Comments: See attached sheet and pages marked with blue stickies
Thank you, Molly! Nice job!

Signature: _____ Date: 8/20/10

☐ 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)

REDACTED

FOIA EXEMPTION 5

(Deliberative Process)

SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

c. The Recipient shall not be reimbursed on this project for any final indirect costs that are in excess of the following designated indirect rate ceilings or specific amounts. In addition, the Recipient shall neither count costs in excess of the application of the rate ceilings or specific amounts as cost share, nor allocate such costs to other federally sponsored project, unless approved by the Contracting Officer. This restriction does not apply to subawardees' indirect costs.

Budget Period 1 only

Type of Rate	Ceiling Rate	Base of Application
Indirect Charges		

REDACTED
EXEMPTION 4

8. FINAL INCURRED COST AUDIT

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

9. STATEMENT OF FEDERAL STEWARDSHIP

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

10. STATEMENT OF SUBSTANTIAL INVOLVEMENT

1. Government Insight

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

23. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

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

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

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

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

24. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

M **Complete commissioning of SzIBR**

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

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

~~BUDGET PERIOD 3: EXTENDED OPERATION~~

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

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

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

PMC 120.1
(12/09)

U.S. DEPARTMENT OF ENERGY
GOLDEN FIELD OFFICE

FINANCIAL ASSISTANCE COMBINED COST/TECHNICAL EVALUATION AND NEGOTIATION MEMORANDUM

SECTION I - GENERAL INFORMATION

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

1. Recipient: Solazyme, Inc.

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

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

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

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

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

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

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

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

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

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

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

If No, please check all boxes that apply:

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

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

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

SECTION III – TECHNICAL EVALUATION SUMMARY

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

1. Personnel:

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

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

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

The proposed labor rates are reasonable: ☒

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

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

Labor Type	Budget Period 1		
	Hours	Rate	Total

REDACTED
EXEMPTION 4

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

2. Fringe Benefits:

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

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

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

Personnel	Total Cost	Fringe Rate	Cost
Total Personnel			

REDACTED
EXEMPTION 4

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

3. Travel:

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

Project Officer:

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

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

REDACTED
EXEMPTION 4

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

7. Construction:

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

REDACTED
EXEMPTION 4

8. Other Direct Costs:

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

9. Indirect Charges:

REDACTED
EXEMPTION 4

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

Specialist:

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

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

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

Please fill out the following tables with the negotiated costs:

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

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

REDACTED
EXEMPTION 4

10. Cost Share:

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

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

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

Organization	Type of Cost Share	Cost Share Amount
Total:		

REDACTED EXEMPTION 4

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

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

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

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

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

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

N/A.

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

None.

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

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

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

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

REDACTED

FOIA EXEMPTION 5

(Deliberative Process)

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

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

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

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

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

.

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

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

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

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

(End of clause)

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

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

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

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

(End of clause)

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

(a) Definitions

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

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

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

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

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

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

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

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

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

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

(b) Allocation of Rights

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

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

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

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

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

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

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

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

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

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

(c) Copyright

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

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

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

(d) Release, Publication and Use of Data

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

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

(e) Unauthorized Marking of Data

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

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

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

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

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

(f) Omitted or Incorrect Markings

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

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

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

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

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

(2) The Contracting Officer may also:

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

(ii) Correct any incorrect notices.

Rights to Protected Data:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of notice)

(i) Subaward/Contract

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

(j) Additional Data Requirements

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