

Prime Agreement Flow-Downs

The following provisions are hereby incorporated into the Agreement by reference.

I. Projeo has entered into an agreement with Southern States Energy Board (“Prime Agreement”) under the Cooperative agreement Number DE-FE0032441 (the “Principal Agreement”), under Projeo’s Project Title “Tri-State”, CFDA No. 81.089, which is for Research and Development, with U.S. Department of Energy, National Energy Technology Laboratory. Federal Award Date of the Prime Contract is November 6, 2024, and the awarding official of Projeo is Nick Malkewicz, nmalkewicz@projeo.com, 815.616.0077.

II. Prime Agreement Flow-Downs and Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1. Compliance with Terms and Conditions of Agreement. Contractor agrees to apply the terms and conditions of this Agreement to all of its own vendors, contractors or subcontractors, as applicable (regardless of tier), and to require their strict compliance with such terms and conditions.
2. Place of Performance. The Contractor must perform the complete Scope of Services under this Agreement in the United States (meaning that 100 percent of the total Agreement expenditures must be made in the United States).
3. Export Controls. The Contractor is required to comply with all applicable United States export control laws and regulations in the performance of work under this Agreement. The Contractor must immediately report to PROJEO any export control investigations, charges, convictions, and violations upon occurrence, and for convictions/violations, provide the corrective action to prevent future convictions/violations.
4. Purchase of American-made Equipment and Products. It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Principal Agreement (including this Agreement) should be American-made. Contractor will also comply with all applicable “Buy America” and domestic preference requirements as stated herein. In addition, to the extent applicable, Contractor will comply with the domestic preference requirements found in 2 C.F.R. pt. 184 and 2 C.F.R. § 200.322.
5. Prohibited Persons. Persons participating in a foreign government-sponsored talent recruitment program of a foreign country of risk are prohibited from participating in this Agreement.
6. Additional Compliance Obligations. Contractor will comply with applicable Federal, state, and local laws and regulations for all work performed under this Agreement, regardless of whether such laws or regulations are specifically noted in this Agreement. Contractor is

required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Agreement.

7. SAM Registration. Contractor will obtain and provide to PROJEO a unique entity identifier as assigned by the System for Award Management (SAM) and will maintain such unique entity identifier throughout the term of the Agreement. No entity may receive a contract under the Principal Agreement until the entity has provided its unique entity identifier to PROJEO.
8. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Cybersecurity Plan. The Contractor will provide PROJEO with a cybersecurity Point of Contact in the event of a cybersecurity incident and complete the associated documentation supplied by PROJEO. In addition, the Contractor is required to maintain effective internal controls and is required to take reasonable cybersecurity and other measures to safeguard information, including protected personally identifiable information (PII) and other types of sensitive, private, or confidential information, in accordance with 2 C.F.R. § 200.303.
10. Funding Acknowledgement. The Contractor will identify that Federal financial assistance was used to fund work under this Agreement in any publication or publicity relating to the Project in the manner provided in the Principal Agreement. Contractor will also identify that Federal financial assistance was used to fund activities under this Agreement in any signage relating to the Project. The Contractor is encouraged to display Department of Energy Investing in America signage during and after construction. Guidance can be found at: (<https://www.energy.gov/design>). Proposed signage costs that meet these specifications are an allowable cost and may be included in the proposed Project budget.
11. Restrictions on Lobbying. Contractor may not use any Federal funds to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. None of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Contractor shall certify in writing that Contractor has not made, and will not make, any payment prohibited by these requirements.

12. Conference Costs. Contractor will not use any Federal funds to defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office which is not directly and programmatically related to the purpose for which its Agreement is made and for which the cost to the United States Government is more than \$20,000. Contractor will not use any Federal funds to circumvent the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such a conference.
13. Certifications. Contractor must include the following certification whenever applying to PROJEO for funds, requesting payment, and submitting financial reports: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." This certification must be signed by an official who is authorized to legally bind the Contractor. The Contractor must maintain each certification in accordance with the recordkeeping requirements at 2 C.F.R. § 200.334.
14. Monitoring and Evaluation. As a condition of the receipt of this award, PROJEO may conduct monitoring to ensure Contractor's capacity to effectively manage the project and administer the award funds, as well as to ensure compliance with federal regulations and all provisions of this agreement and to verify that the Contractor has in place effective internal controls to achieve these goals. Substandard performance as determined by PROJEO will constitute non-compliance with this Agreement.
15. Onsite Visits. PROJEO reserves the right to conduct onsite visits as part of its monitoring plan. Onsite visits may be announced or unannounced. and will be subject to PROJEO complying with all requirements of site owner or controller ("Site Owner(s)") to gain such access. Normally, in the event an onsite visit is requested, PROJEO will inform the Contractor in writing, at least two weeks prior to the visit, of the date of the visit, the purpose of the visit, the program being monitored, the name of the PROJEO staff member conducting the visit, and the areas or files to be reviewed. However, PROJEO reserves the right to conduct unannounced visits if PROJEO believes that doing so is necessary for accurate monitoring or if PROJEO believes that issues exist that may require prompt intervention.
16. Additional Monitoring Provisions. Contractor will adhere to any monitoring and evaluation plans developed and specifically required by PROJEO as a result of any and all monitoring activities. For avoidance of doubt, Contractor's costs related adhering to monitoring and

evaluation plans will be reimbursable in accordance with the terms of this Agreement provided that such costs otherwise are allowable and within previously budgeted amounts without the need for a budget amendment. PROJEO reserves the right to require additional monitoring and evaluation measures to ensure that the Contractor fulfills the identified project goals and objectives and/or addresses any findings revealed during monitoring. PROJEO reserves the right to terminate this Agreement for cause if Contractor is unwilling or unable to achieve or complete its work required under this Agreement or if the Contractor refuses to cooperate with PROJEO's or the Federal government's monitoring requests. If Contractor does not take action to correct substandard performance within a reasonable period of time after being notified, PROJEO may initiate Agreement suspension or termination measures.

17. Suspension and Stop Work Orders. PROJEO may suspend the Agreement to address performance issues or other noncompliance by the Contractor. PROJEO may also issue a Stop Work Order to address administrative, management, financial, or technical matters related to the Prime Agreement, Principal Agreement, or Agreement and not necessarily related to Contractor's performance or compliance. The effect of a Stop Work Order will be the same as a suspension. Contractor will use its best efforts stop work on the project immediately upon receiving notice. Contractor will use its best efforts to not undertake any additional work on the project and will use its best efforts to not incur any additional obligations while the suspension or Stop Work Order is in effect. Any additional work performed on the project or obligations incurred by Contractor during such time as a suspension or Stop Work Order is in effect will not be allowable as charges to the Agreement. Projeco will give notice of suspension or a Stop Work Order in writing (which may include by email).
18. Termination or Suspension of Principal Agreement. In the event that the Principal Agreement or Prime Agreement is terminated or a Stop Work Order is issued by the Federal Awarding Agency, PROJEO has the right to terminate the Agreement or require Contractor to stop work immediately. This action may be taken by notifying the Contractor in writing (via email) followed by an original document being sent to the Contractor.

MANDATORY STANDARD PROVISIONS FOR AGREEMENTS WITH NON-FEDERAL ENTITIES

1. ACCOUNTING, INSPECTION, RECORD RETENTION, AND AUDITING

- 1.1 Contractor will maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Agreement, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records that are supported by documentation will at a minimum be adequate to clearly support all transactions incurred under the Agreement, all cost of the project supplied by other sources, and the overall progress of the project.

- 1.2 Contractor will provide PROJEO, the Sponsor, the Federal Awarding Agency, Federal Inspectors General, the United States Comptroller General, or any of their authorized representatives access to any records of Contractor pertinent to the Agreement, Prime Agreement, or Principal Agreement to perform audits, execute site visits, or for any other official use. Records include: books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, time and attendance or time and effort reports for personnel charged to the Agreement, cancelled checks, and related documents. This right also includes timely and reasonable access to the Contractor personnel for the purpose of interview and discussion related to such records or the Agreement, Prime Agreement, or Principal Agreement in general. These rights of access to records and personal are not limited to the required records retention period but last as long as the records are retained.
- 1.3 Federal regulation requires that Contractors of Federal financial assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant, or may reasonably be considered pertinent to a grant, for a **period of at least three (3) years** from the date of the final financial statement report that includes expenditures from the Agreement. However, under certain circumstances, a longer retention period may be required in accordance with 2 C.F.R. § 200.334; Recipient will follow the appropriate retention period under section 200.334. These records may be subject to an audit by the Federal Awarding Agency, the Sponsor, PROJEO and/or their representatives.
- 1.4 In addition, the Recipient reserves the right to initiate a final incurred cost audit of the Agreement. If the audit has not been performed or completed before closeout of the Agreement, the Recipient retains the right to recover an appropriate amount after considering the results of the final audit.
- 1.5 In accordance with 2 C.F.R. § 200.334, if any litigation, claim or audit is started before the expiration of the otherwise applicable records retention period, the pertinent records will be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 1.6 If other than a for-profit entity, Contractor agrees that it will have conducted annually an organizational audit of Federal funds or a program specific audit of the funds provided under this Agreement as well as the financial statements of the organization as a whole, in accordance with the Single Audit standards in Subpart F of 2 C.F.R. pt. 200 (provided Contractor's expenditure of Federal awards during the Contractor's fiscal year equals or exceeds the applicable threshold for Single Audit Act coverage). If the Contractor is a for-profit entity, the Compliance Audit standards for for-profit Contractors in 2 C.F.R. pt. 910 apply.
- 1.7 Reserved.

1.8 PROJEO reserves the right to conduct a project review (Financial and Programmatic) every three to six months of the project term. Refusal to participate could delay or cancel fund allocations.

1.9 The Contractor is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

2 Reserved

3. Reserved

4. PROHIBITION OF SUPPLANTING

4.1 Contractor will use Federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

5. Reserved

6. DEBARMENT AND SUSPENSION

6.1 By signing this agreement, the Contractor certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.

6.2 PROJEO is within its right to search and retain records containing identifying information about the Contractor and its representatives to demonstrate that PROJEO conducted a reasonable review to determine whether Contractor and its representative appear on the Federal government's excluded parties list, as currently maintained in the System for Award Management (SAM), or are otherwise excluded from receiving Federal funds.

7. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION

7.1 Executive Order 13224 and the USA Patriot Act prohibits recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.

7.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.

- 7.3 By signing this agreement, the Contractor certifies that, as of the date on which this agreement is executed, the Contractor named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above mentioned lists.
- 7.4 Should any change in circumstances pertaining to this certification occur at any time, the Contractor will notify the PROJEO immediately.
- 7.5 PROJEO, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Contractor and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Contractor has been implicated in any questionable activity and is not referenced on any of the U.S. government watch lists mentioned above.

8. CIVIL RIGHTS COMPLIANCE

- 8.1 Contractor will not discriminate on any prohibited basis, including (but not limited to) race, color, creed, national origin, ancestry, age, sex, familial status, sexual orientation, religion, genetic information, protected veteran status, or disability. Contractor will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.); Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.); Executive Order 11246; and implementing regulations. If a court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability, or age against Contractor after a due process hearing, the Contractor agrees to forward a copy of the finding to PROJEO.

9. LOBBYING

- 9.1 Contractor will not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form–LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

10. Reserved

11. Reserved

12. PROCUREMENT

- 12.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR pt. 200.
- 12.2 All procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition. PROJEO will be alert to organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals will be excluded from competing for such procurement. Awards will be made to the bidder or offer that's bid or offer is responsive to the solicitation and is most advantageous to the recipient, price, quality and other factors considered. Solicitations will clearly establish all requirements that the bidder or offer must fulfill in order for the bid or offer to be evaluated by the recipient.

13. PROPERTY

- 13.1 If other than a for-profit entity, Contractor will follow the property standards found in 2 C.F.R. pt. 200. If a for-profit entity, Contractor will also follow the Department of Energy's supplemental standards for real property and equipment in 2 C.F.R. § 910.360; in the event of a conflict between Part 200 and section 910.360, the standards in section 910.360 will control. Real property, equipment, and intangible property acquired or improved with Federal financial assistance must be held in trust by the Contractor as trustee for the beneficiaries of the Project under which the property was acquired or improved. Contractor cannot encumber this property or permit encumbrance without prior written approval by the Federal Awarding Agency and PROJEO.
- 13.2 Any property procured through this agreement will remain vested with Contractor, unless the residual value is greater than or equal to the appropriate threshold, in which case Contractor must request disposition instructions from PROJEO. The Contractor may request, in writing, that property greater than or equal to the appropriate threshold remain with the Contractor, provided that adequate justification is supplied.
- 13.3 Contractor must take all reasonable actions to protect property purchased through the Agreement funds from being damaged or stolen. If equipment or supplies are stolen/damaged, the Contractor must report to the PROJEO in writing the cause and circumstances. PROJEO reserves the right to hold the Contractor responsible.
- 13.4 The Contractor will ensure that any related materials will use the following disclaimer and acknowledgement.
Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) DE-FE0032441."

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

- 13.5 PROJEO will at its discretion have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in publications, on the PROJEO website, and in local and national events or education tools. Contractor will be accorded acknowledgment for any materials produced by the Agreement and used by the Recipient and will follow the intellectual property standards as included in the Principal Agreement.

14. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- 14.1 In accordance with 2 C.F.R. § 200.216, the Contractor will not obligate or expend any Project funds (whether Federal or non-Federal) under this Agreement to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or, (c) enter into a contract (or extend or renew a contract) to procure or obtain any equipment, services, or systems using covered telecommunications equipment or services (as described in Public Law 115-232, § 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

15. NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES

- 15.1 By entering into this Agreement, Contractor attests that it does not require its employees or contractors to sign nondisclosure or confidentiality agreements which prohibit or otherwise restrict signatories from reporting the following to the Department of Energy Inspector General: a violation of law, rule, or regulation, mismanagement, waste, fraud, abuse, or a substantial and specific danger to public health or safety.

16. Reserved

17. Reserved

18. PUBLIC POLICY COMPLIANCE

- 18.1 Contractor must manage and administer this Agreement in a manner to ensure that Federal funding is expended and associated programs are implemented in full accordance with the United States Constitution, applicable Federal statutes and regulations (including provisions protecting free speech, religious liberty, public welfare, and the environment, and those prohibiting discrimination), and the requirements of 2 C.F.R. pt. 200 and 2 C.F.R. pt. 910.
- 18.2 To the extent the Agreement is subject to a Federal statute prohibiting discrimination based on sex, the Contractor must ensure that the Agreement is administered in a way that does not unlawfully discriminate based on sexual orientation or gender identity if the statute's prohibition on sex discrimination encompasses discrimination based on sexual orientation and gender identity consistent with the Supreme Court's reasoning in *Bostock v. Clayton County*, 140 S. Ct. 1731 (2020).

19. WHISTLEBLOWER PROTECTIONS

- 19.1 Contractor must not discharge, demoted, or otherwise discriminate against an employee as a reprisal for disclosing information as provided in 41 U.S.C. § 4712 that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. Contractor must inform its employees in writing of whistleblower rights and protections under 41 U.S.C. 4712.
- 19.2. Contractor will also follow the statutory requirements for whistleblower protections found in 10 U.S.C. § 4310, 10 U.S.C. § 4701, 41 U.S.C. § 4304, and 41 U.S.C. § 4712.

20 MANDATORY DISCLOSURES

The Contractor must promptly disclose in writing to PROJEO, the Federal Award Agency, and the Federal Awarding Agency's Office of the Inspector General, whenever the Contractor has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or a violation of the civil False Claims Act (31 U.S.C. 3729-3733), in connection with the Agreement. Failure to make required disclosures may result in the imposition of remedies under 2 C.F.R. § 200.339.

21. Reserved

22. FOREIGN NATIONAL PARTICIPATION

- 22.1 If Contractor (including any of its vendors and contractors) anticipates involving foreign

nationals in the performance of this Agreement, Contractor must provide PROJEO with specific information about each foreign national to ensure compliance with the requirements for foreign national participation and access approvals. The volume and type of information required may depend on various factors associated with the award.

22.2 Approval for foreign nationals from countries identified on the U.S. Department of State's list of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>) must be obtained from the Department of Energy before they can participate in the performance of any work under this Agreement.

22.3 A "foreign national" is defined as a person without United States citizenship or nationality (may include a stateless person). The Department of Energy or PROJEO may elect to deny a foreign national's participation in the Agreement. Likewise, the Department of Energy or PROJEO may elect to deny a foreign national's access to Department of Energy, Sponsor, or PROJEO's sites, information, technologies, equipment, programs, or personnel. The Department of Energy's or PROJEO's determination to deny participation or access is not appealable.

23. Reserved

24. FOREIGN COLLABORATION CONSIDERATIONS

Contractor must provide PROJEO with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with this Agreement. Contractor must await further guidance from PROJEO and, to the extent required, the Federal Awarding Agency prior to contacting the proposed foreign entity, organization, or government regarding the potential collaboration or negotiating the terms of any potential agreement. In addition, Contractor must provide PROJEO with a written list of all existing collaborations with foreign entities, organizations, and governments which Contractor has entered in connection with its Agreement scope.

25. FOREIGN CONNECTIONS

25.1 Contractor must notify PROJEO within ten (10) business days of learning of the circumstances listed below in relation to Contractor.

1. Any current or pending subsidiary, foreign business entity, or offshore entity that is based in or funded by any foreign country of risk or foreign entity based in a country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an entity owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of Contractor that increases foreign ownership related to a country of risk. Each notification will be accompanied by a complete and up-to-date capitalization table showing all

equity interests held including limited liability company (LLC) and partnership interests, as well as derivative securities. Include both the number of shares issued to each equity holder, as well as the percentage of that series and of all equity on fully diluted basis. For each equity holder, provide the place of incorporation and the principal place of business, as applicable. If the equity holder is a natural person, identify the citizenship(s);

4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk;
6. Any changes to Contractor's board of directors, including additions to the number of directors, the identity of new directors, as well as each new director's citizenship, shareholder affiliation (if applicable); each notification shall include a complete up-to-date list of all directors (and board observers), including their full name, citizenship and shareholder affiliation, date of appointment, duration of term, as well as a description of observer rights as applicable; and,
7. Any proposed changes to the equipment used in connection with the Agreement that would result in: (a) equipment originally made or manufactured in a foreign country of risk (including relabeled or rebranded equipment); (b) coded equipment where the source code is written in a foreign country of risk; (c) equipment from a foreign country of risk that will be connected to the internet or other remote communication system; or (e), any companies from a foreign country of risk that will have physical or remote access to any part of the equipment used on the project after delivery.

25.2 The following countries have been designated as foreign countries of risk: Iran, North Korea, Russia, and China. This list is subject to change.

25.3 Because disclosures may contain business confidential information, Contractors may submit their disclosures directly to the Federal Awarding Agency.

26. DAVIS-BACON ACT

26.1 If this Agreement is subject to the Davis-Bacon Act ("DBA"), all laborers and mechanics employed by the Contractor or its vendors, contractors, or subcontractors to perform construction, alteration, or repair work on a project assisted in whole or in part by funding provided under this Agreement shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor under subchapter IV of chapter 1 of title 40, United States Code.

26.2 Contractor will provide a written assurance acknowledging the DBA requirements for the Agreement or project and confirming that the laborers and mechanics performing

construction, alteration, or repair work on a project assisted in whole or in part by funding under the Agreement are paid or will be paid wages at rates not less than those prevailing on a project of a character similar in the locality as determined by the Secretary of Labor.

- 26.3 Contractor must meet all DBA requirements including, but not limited to, ensuring that wage determinations are appropriate, ensuring timely submission of certified payrolls, submitting required reports, maintaining required records, and cooperating with the Recipient and the Department of Labor representatives regarding DBA compliance.
- 26.4 Contractor must undergo DBA compliance training before any work subject to the DBA starts or as directed by the Federal Awarding Agency or PROJEO. Contractor must also maintain competency in DBA compliance as directed by the Federal Awarding Agency or Recipient. The United States Department of Labor offers free training that meet this requirement, and information about that free training is available at online by visiting <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.
- 26.5 The Federal Awarding Agency has contracted with a third party for a DBA electronic payroll compliance software application. Contractor must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the DBA unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. A waiver must be granted before the construction starts. The applicant does not have the right to appeal DOE's decision about a waiver request.

27. Reserved

28. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

29. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246,

“Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

30. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

31. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED.

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

32. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress,

or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

32. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

33. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

34. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>, as applicable.

III. By signing the Agreement Agreement, the authorized official of Contractor certifies, to the best of his/her knowledge and belief, and agrees, as applicable, that:

CERTIFICATION REGARDING LOBBYING

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the Prime Recipient.

3) The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, Agreements, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for

making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Contractor certifies by signing this Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees that it will notify PROJEO immediately if it or any of its principals is placed on the list of parties excluded from federal procurement or nonprocurement transactions.

TITLE 2 C.F.R. ASSURANCE

Contractor assures Recipient that it complies with the requirements of 2 C.F.R. pt. 200, and that it will notify Prime Recipient of completion of required audits and of any adverse findings, which impact this Agreement.

NONDISCRIMINATION

By signing or accepting funds under the Agreement, Contractor agrees that it will comply with applicable provisions of the following national policies prohibiting discrimination, as applicable: discrimination on the basis of race, color, or national origin (10 C.F.R. pt. 1040 and Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.); discrimination on the basis of race, color, religion, sex, or national origin against any person employed by or seeking employment with government contractors or contractors performing under Federally assisted construction contracts (Executive Order No. 11,246); discrimination on the basis of sex or blindness (10 C.F.R. pts. 1040-1042; Section 401 of the Energy Reorganization Act of 1974, 42 U.S.C. § 5891; and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681-1688); discrimination on the basis of age (10 C.F.R. pt. 1040 and the Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq.); discrimination on the basis of disability or handicap (10 C.F.R. §§ 1040-1041 and Section 504 of the 1973 Rehabilitation Act, 29 U.S.C. § 794); and failure to provide handicap access in the construction or alteration of buildings or facilities, except those restricted to use only by able-bodied uniformed personnel (Architectural Barriers Act of 1968, 42 U.S.C. § 4151 et seq.).

LIVE ORGANISMS

By signing or accepting funds under the Agreement, Contractor agrees that it will comply with applicable provisions of the following national policies concerning live organisms, as applicable: protection of the rights and welfare of individuals who serve as human test subjects (10 C.F.R. pt. 745); provision of fair and equitable relocation to persons displaced from their homes, businesses, or farms by Federally funded or assisted programs (Uniform Relocation Assistance and Land Acquisition Policies Act, 42 U.S.C. § 4601 et seq., and 49 C.F.R. pt. 24); prohibition on trafficking in persons (Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7101 et seq., and 2 C.F.R. pt. 175); and humane transportation, handling, care, and treatment of animals used in research experiments or testing (10 C.F.R. § 602.10).

ENVIRONMENTAL STANDARDS

By signing or accepting funds under the Agreement, Contractor agrees that activities under the Agreement will be conducted in accordance with the following environmental laws and regulations, as applicable: the Clean Water Act (Federal Water Pollution Control Act (“Clean Water Act”), 33 U.S.C. § 1251 et seq.; 33 U.S.C. § 1368; and Executive Order No. 11,738); the Clean Air Act (Air Pollution Control Act (“Clean Air Act”), 42 U.S.C. § 7401 et seq.); Resource Conservation and Recovery Act (2 C.F.R. §200.323 and Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq.); and the Lead-Based Paint Poisoning Prevention Act (Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. § 4831).

DRUG-FREE WORKPLACE

By signing or accepting funds under the Agreement, Contractor agrees that it will make a good faith effort to comply with the policies concerning prohibition on the use, possession, sale, distribution, or manufacture of illegal drugs in the workplace found in the Drug-Free Workplace Act, 41 U.S.C. § 8101 et seq., and 2 C.F.R. pts. 182 and 902.

ENVIRONMENTAL IMPACTS

By signing or accepting funds under the Agreement, Contractor agrees that it will immediately notify PROJEO and the Federal awarding agency about any potential impacts that activities conducted under the funding agreement may have on the following areas and resources, as applicable: the quality of the human environment (10 C.F.R. Part 1021 and the National Environmental Policy Act, 42 U.S.C. § 4321 et seq.); flood-prone areas and wetlands (Protection of Wetlands and Floodplains, 10 C.F.R. Part 1022, and the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq.); use of land and water resources in coastal zones (Coastal Zone Management Act, 16 U.S.C. § 1451 et seq., and 15 C.F.R. Part 930); existing or proposed components of the national Wild and Scenic Rivers System (Wild and Scenic Rivers Act, 16 U.S.C. § 1271 et seq.); barriers along the Atlantic and Gulf Coast and Great Lake shores (Coastal Barriers Resource Act, 16 U.S.C. § 3501 et seq.); underground drinking water (Safe Drinking Water Act, 42 U.S.C. § 300h-3); streams and natural bodies of water that house fish and wildlife (Fish and Wildlife Coordination Act, 16 U.S.C. § 661 et seq.); and significant pre-historical, historical, or archeological data that is potentially subject to irreparable loss or destruction (National Historic Preservation Act of 1966, 16 U.S.C. § 470f; Archeological and Historic Preservation Act of 1966, 16 U.S.C. § 469 et seq.; Executive Order No. 11,593; and Protection of Historic and Cultural Properties, 36 C.F.R. pt. 800).

DAVIS-BACON AND RELATED ACTS

If applicable, by signing this Agreement, Contractor certifies that it complies with the Davis-Bacon Act and warrants proper wages are applied to Federally-funded or assisted construction projects.

ANTI-DISCRIMINATION / EQUAL OPPORTUNITY COMPLIANCE

In connection with any Federally assisted contracts, the contractor and any subcontractor will abide by the requirements of Executive Order 11,246 and 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and 29 CFR Part 471, Appendix A to Subpart A. These regulations prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation.

FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES

By entering into this agreement, Contractor attests that it has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature. The Contractor further attests that it does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

PROGRAM FOR ENHANCEMENT OF CONTRACTOR EMPLOYEE PROTECTIONS (41 U.S.C. § 4712)

Contractor is hereby notified that they are required to: inform their employees working on any federal award that it is subject to the whistleblower rights and remedies of the program; inform its employees in writing of employee whistleblower protections under 41 U.S.C. § 4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT ASSURANCES

By entering into this Agreement, Contractor attests that Contractor does not and will not use any Federal funding to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

- 1) “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- 2) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- 3) Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such

document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.