

**SMART GRID GRANT AWARD ADDENDUM**

**CLAUSE I – DEFINITIONS**

Except as set forth below, all capitalized terms used in this Addendum have the respective meanings set forth or referred to in the Agreement.

*Addendum* means this Smart Grid Grant Award Addendum and all attachments hereto.

*Agreement* has the meaning set forth in the General Terms and Conditions to which this Addendum is attached.

*Contracting Officer* means DOE official authorized to execute awards on behalf of DOE and who is responsible for the business management and non-program aspects of the financial assistance process.

*Covered Funds* means funds expended or obligated from appropriations under the Recovery Act.

*DOE* means the United States Department of Energy.

*General Terms and Conditions* means the Oklahoma Gas and Electric Company [insert name of OGE's standard form purchase order].

*Grant* means the money or property transferred to Oklahoma Gas and Electric Company, and the instrument by which such money or property is transferred, as authorized by the Recovery Act, including the Assistance Agreement for Award No. DE-OE 0000206, between Supplier and the United States of America. The Grant contains certain terms and conditions by which Supplier and its suppliers and vendors, including Purchaser, will be bound, when applicable.

*Recovery Act* means the American Recovery and Reinvestment Act of 2009.

*Smart Grid FOA* is the DOE Funding Opportunity Announcement No. DE-FOA-0000058, issued June 25, 2009, and any amendments.

**CLAUSE II – INCORPORATION AND ATTACHMENTS**

This Addendum is incorporated into and forms an integral part of the Agreement. This Addendum includes Attachment A – Federal Assistance Reporting Checklist, DOE F 4600.2.

**CLAUSE III – REPORTING**

- (a) Supplier shall provide information necessary and/or requested by Purchaser such that Purchaser can fulfill all reporting obligations under the Grant and the Recovery Act. This information includes, but is not limited to: (1) name of project or activity, (2) description of project or activity, (3) evaluation of the completion status of project or activity, (4) estimate of number of jobs created and retained by project or activity in the manner and form prescribed, and (5) description of effectiveness data collected to date and during the preceding quarter.
- (b) Supplier may be required to submit backup documentation for expenditures of funds under the Agreement, including such items as timecards and invoices. Supplier shall provide copies of backup documentation at the request of Purchaser or Contracting Officer or his designee.
- (c) Supplier shall provide all information necessary for Purchaser to complete reports identified in the Federal Assistance Reporting Checklist, DOE F 4600.2, attached as Attachment A.

**CLAUSE IV – ACCESS TO RECORDS, EMPLOYEES, AND PROPERTY**

- (a) With respect to this Agreement, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1988 (5 U.S.C. App.) or of the Comptroller General is authorized:
  - (1) To examine any records of Purchaser, any of its subcontractors or subgrantees, including Supplier, or any State or local agency administering such contract that pertain to, and involve transactions relation to, the Grant or this Agreement; and
  - (2) To interview any officer or employee of Purchaser or Supplier regarding such transactions.
- (b) DOE's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Supplier must provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work. DOE and/or Purchaser will be provided reasonable access to Supplier's facilities to verify the installation, configuration, and operational status of the components, devices, facilities, and systems being installed under the Grant. DOE

and/or Purchaser shall request access reasonably in advance and DOE shall be accompanied by representative(s) of Purchaser.

#### **CLAUSE V – REQUEST FOR REIMBURSEMENT**

Supplier must provide Purchaser with information necessary and/or requested by Purchaser to enable Purchaser to submit requests for reimbursement under the Grant, including the filing of reimbursement forms SF-270 and SF-271.

If at any point DOE withholds from Purchaser any reimbursement for reasons attributable in whole or in part to any nonperformance by Supplier hereunder, Supplier's noncompliance with any reporting responsibilities of Supplier hereunder, or any inaccurate, misleading or incomplete information supplied or to be supplied by Supplier as necessary in order for Purchaser to substantiate Purchaser's right to reimbursement from DOE for amounts paid to Supplier, then Purchaser shall be entitled to withhold a corresponding amount from any payment due or to become due to Supplier hereunder until such time as Purchaser actually receives reimbursement from DOE. In any such instance of withholding, Supplier shall cooperate fully with Purchaser in correcting any such nonperformance or noncompliance and shall furnish any such documentation, in each case as shall be required to establish to the satisfaction of DOE Purchaser's right to the applicable reimbursement. No amount withheld by Purchaser pursuant to this clause will be considered overdue or constitute the basis for a claim by Supplier that Purchaser is in default so long as DOE has not resolved and actually paid in full to Purchaser the related reimbursement, which amount shall be paid or credited by Purchaser to Supplier within 30 days after receipt of good funds by Purchaser.

#### **CLAUSE VI – FALSE CLAIMS ACT**

Supplier shall promptly refer to Purchaser and DOE (or other appropriate Inspector General) any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

#### **CLAUSE VII – COMMUNICATIONS WITH CONGRESS**

Supplier shall ensure that none of the funds paid by Purchaser under this Agreement are 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.

#### **CLAUSE VIII – PROTECTING WHISTLEBLOWERS**

Section 1553 of the Recovery Act prohibits an employee of any non-Federal employer receiving Covered Funds to be discharged, demoted, or otherwise discriminated against as a reprisal for certain disclosures relating to Covered Funds. Whistleblower protections further obligate the employer to post employees' rights and remedies with regard to such disclosures. Supplier shall comply with all requirements, obligations, and prohibitions set forth in Section 1553 of the Recovery Act.

#### **CLAUSE IX – EQUAL EMPLOYMENT OPPORTUNITY**

Supplier shall comply with E.O. 11246 (3 C.F.R., 1964–1965 Comp., p. 339), "Equal Employment Opportunity," as amended by E.O. 11375 (3 C.F.R., 1966–1970 Comp., p. 684), "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. chapter 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### **CLAUSE X – CONTACT WORK HOURS AND SAFETY STANDARDS ACT**

If the amount of this the Agreement is in excess of \$100,000 for construction and other purposes that involve the employment of mechanics or laborers, Supplier shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 C.F.R. part 5). Under Section 102 of the Act, each contractor is 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 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic is 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.

#### **CLAUSE XI – RIGHTS TO INVENTIONS AND DATA**

Supplier is hereby notified of the following provision related to intellectual property as provided in the Assistance Agreement between OG&E and DOE:

- (a) Recipients may copyright any work that is subject to copyright and was developed under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes and to authorize others to do so;
- (b) The DOE has the right to: (1) obtain, reproduce, publish or otherwise use the data first produced under an award; and (2) authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

**CLAUSE XII – CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED**

If the amount of this Agreement is in excess of \$100,000, Supplier agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. § 7401 *et seq.* ) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 *et seq.* ). Supplier must report violations to Purchaser in a manner that enables Purchaser to fulfill its obligation to report such violations to the responsible DOE contracting officer and the Regional Office of the Environmental Protection Agency (EPA). This clause shall not alleviate any independent duties that Supplier has to report such violations directly to the EPA or other official or entity.

**CLAUSE XIII – BYRD ANTI-LOBBYING AMENDMENT**

If the value of this Agreement is \$100,000 or more, Supplier shall file, and shall cause its subcontractors to file, the required certification under the Byrd Anti-lobbying Amendment. 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 Purchaser.

**CLAUSE XIV – DEBARMENT AND SUSPENSION**

Contract awards that exceed the simplified acquisition threshold (\$100,000) and certain other contract awards must not be made to parties listed on the nonprocurement portion of the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs in accordance with E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold must provide the required certification regarding its exclusion status and that of its principals. By entering into this Agreement, Supplier confirms that it is not a party listed on non-procurement portion of the General Services Administration's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs

**CLAUSE XV – INCORPORATION IN SUBCONTRACTS**

Supplier agrees to incorporate Clauses X through XIV into each subcontract that Supplier may enter into relating to this Agreement.

**CLAUSE XVI – PUBLICATIONS**

- (a) Purchaser is encouraged to publish or otherwise make publicly available the results of the work conducted under the Grant. Supplier may not publish or otherwise make publicly available such results without prior approval from Purchaser.
- (b) An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows: Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) [*Enter the award number(s)*]." Disclaimer:

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

**CLAUSE XVII – ADDITIONAL REQUIREMENTS**

Supplier shall abide by any additional requirements imposed by DOE or Contracting Officer that apply to contracts for goods and services procured by Purchaser under the Grant or are necessary to enable Purchaser to administer the project, and to fulfill its duties and/or obligations, under the Grant.

**CLAUSE XVIII – ADDITIONAL REMEDIES**

- (a) Supplier's breach of or failure to perform its obligations under any provision of this Addendum shall constitute a default by Supplier of this Agreement and Purchaser shall be entitled to exercise any or all of the remedies for default as may be provided under this Agreement or by applicable law.
- (b) In addition to, and not in lieu of, any other remedies Purchaser may have, Supplier shall indemnify, defend and hold harmless the Indemnified Parties from and against any Losses which any of the Indemnified Parties may suffer or incur in whole or in part relating to any breach or violation of the Grant or Recovery Act, or any law, rule, or regulation incorporated into the Grant

caused by or arising out of the work performed by, or any act or omission of, Supplier or any of its subcontractors under or in connection with the performance of this Agreement.

**[ATTACHMENTS FOLLOW]**



## 5. Special Instructions

Other Reporting:

**Details regarding the data elements set forth below are provided in the “Guidebook for ARRA Smart Grid Program Metrics and Benefits”, or *Guidebook*, dated December 7, 2009, provided separately.**

### A. Reporting of Cumulative Jobs Created/Retained

- The Recipient must report the data specified in this section on a monthly basis beginning with the first month following notification of approval by the Office of Management and Budget of the Department of Energy's request for monthly reporting. The data in this section is required quarterly until that time.
- Recipient will provide the data required in this section via a mutually agreed upon format and media to DOE.
- Recipients will report the cumulative number of jobs directly created or retained by project and activity or contract. Recipients will be required to report these direct jobs numbers by labor categories, as provided below:
  - Managers
  - Engineers
  - Computer-related Occupations
  - Environmental and Social Scientists
  - Construction, Electrical and Other Trades
  - Analysts,
  - Business Occupations
  - Recording, Scheduling, Computer Operator Occupations
- A job created is a new position created and filled or an existing unfilled position that is filled as a result of the Recovery Act; a job retained is an existing position that would not have been continued to be filled were it not for Recovery Act funding. A job cannot be counted as both created and retained. Also, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.
- The estimate of the number of jobs required by the Recovery Act should be expressed as “full-time equivalents” (FTE), which is calculated as total hours worked in jobs created or retained divided by the number of hours in a full-time schedule, defined here as 2,080 hours per calendar year. The FTE estimates must be reported cumulatively each calendar quarter.
- Prime recipients of these grants must include in the aggregate number an estimate of jobs created and retained on projects and activities managed by their funding sub-recipients (including prime and sub-prime contractors).
- Recipients will have the option to report on the employment impact on materials and equipment suppliers and central service providers (so-called “indirect” jobs). Employees who are not directly charged to Recovery Act supported projects/activities, who, nonetheless, provide critical indirect support are considered indirect jobs created/retained. Recipients will not be required to report on the employment impact on the local community (“induced” jobs).
- The requirement for reporting jobs is based on a simple calculation used to avoid overstating the number of other than full-time, permanent jobs. This calculation converts part-time or temporary jobs into “full-time equivalent” (FTE) jobs. In order to perform the calculation, a recipient will need the total number of hours worked that are funded by the Recovery Act by category and the total number of hours worked for the entire project by labor category. The number of hours in a full-time schedule for a quarter will equal 520 (one-quarter of 2,080) and for a month will equal 173.33.

The two formulas for reporting (if reporting is performed quarterly) are represented as:

*“Cumulative Recovery Act Funded Hours Worked (qtr 1...n)” divided by  
“cumulative hours in a full-time schedule”*  
*“Cumulative Total Project Hours Worked (qtr 1...n)” divided by  
“cumulative hours in a full-time schedule”*

The two formulas for reporting (if reporting is performed monthly) are represented as:

*“Cumulative Recovery Act Funded Hours Worked (month 1...n)” divided by  
“cumulative hours in a full-time schedule”*  
*“Cumulative Total Project Hours Worked (qtr 1...n)” divided by  
“cumulative hours in a full-time schedule”*

### B. Reporting Requirements for Metrics and Benefits

The recipient is required to report Build Metrics on a quarterly basis and Impact Metrics and Benefits on a semi-annual basis following the award date. Baseline data will be provided as specified within the Metrics and Benefits Reporting Plan. The recipient will provide this information in a mutually agreed upon format and media to a location identified by DOE.

### C. Reporting Requirements for Consumer Behavior Studies

**Special Note: This section only applies to recipients who proposed in their application submitted in response to the Funding Opportunity Announcement Number DE-FOA-000058 to conduct a consumer behavior study with control and randomized treatment groups**

#### C.1 Evaluation Reports

Participating recipients shall submit a comprehensive interim Evaluation Report, within 360 days following commencement of the Consumer Behavior Study, and a final Evaluation report at completion of the study, as specified in the Consumer Behavior Study Plan. Participating recipients shall submit a draft of both the interim and final Evaluation Reports to DOE and make a good faith effort to address issues raised by DOE in the final version of the Evaluation Reports. The Evaluation Reports shall include at a minimum:

1. Overview of the project, including its goals;
2. Description of how the project was designed and implemented to achieve these goals;
3. Synopsis of the evaluation framework and methodology; and
4. Summary of the results and lessons learned.

The Final Evaluation Report will be made available to the public; confidential information should not be included.

#### C.2 Provision of Project Data

The recipient shall be responsible for submitting comprehensive data that was used, or served as the foundation, for the analysis of the dynamic pricing with randomization project, as defined within the Consumer Behavior Study Plan. Please refer to Appendix D of the Guidebook. The recipient will provide customer-level data in a mutually agreed upon format and media to DOE, or an entity designated by DOE (e.g. a national laboratory). It is expected that the data provided to DOE shall have gone through the necessary quality assurance processes internal to the recipient in order to ensure the data is accurate and complete. This data shall be consistent with requirements outlined in the final submitted Consumer Behavior Study Plan. The data will be publicly available for subsequent analysis and evaluation for those interested in assessing and better understanding the impacts that dynamic pricing enabled by the smart grid can have on customer behavior. The identity of specific customers shall not be included with the data. To protect customer confidentiality, masked customer identifiers shall be provided for individual customers. It is expected that the data will include at a minimum the following data elements for each customer: 1) hourly interval data for electric consumption, tariff pricing (i.e., retail rate level in effect), and weather; 2) customer characteristics (as described in Appendix D of the Guidebook); and 3) hourly electricity usage data for 12-18 months prior to the dynamic pricing project.

## Federal Assistance Reporting Instructions (2/09)

### A. MANAGEMENT REPORTING

#### Progress Report

The Progress Report must provide a concise narrative assessment of the status of work and include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist. The Recipient must report data specified in this section monthly beginning with the first month following notification of approval by the Office of Management and Budget of the Department of Energy's monthly reporting request. Data in this section is required quarterly until that time. The Recipient will provide the data required in the Progress Report via a mutually agreed upon format and media.

1. The DOE award number and name of the recipient.
2. The project title and name of the project director/principal investigator.
3. Date of report and period covered by the report.
4. A comparison of the actual accomplishments with the goals and objectives established for the period and reasons why the established goals were not met.
5. A discussion of what was accomplished under these goals during this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. **This section should not contain any proprietary data or other information not subject to public release.** If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
6. Any changes in approach or aims and reasons for change. Remember significant changes to the objectives and scope require prior approval by the contracting officer.
7. Actual or anticipated problems or delays and actions taken or planned to resolve them.
8. Any absence or changes of key personnel or changes in consortium/teaming arrangement.
9. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
  - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results.
  - B. Web site or other Internet sites that reflect the results of this project.
  - C. Networks or collaborations fostered.
  - D. Technologies/Techniques.
  - E. Inventions/Patent Applications
  - F. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
10. The recipient will provide monthly project execution data in a mutually agreed upon format and media to DOE. It is expected that the dataset provided to DOE shall have gone through the necessary quality assurance processes internal to the recipient in order to ensure the data is accurate and complete.

A. Project Value Management System (PVMS) Reporting -- The input of PVMS data described below will be required. PVMS reporting will be at the Project Activity Level.

Field		Definition/Metrics	Field Type
ACWP	Actual Cost of Work Performed	The cost actually incurred for the work accomplished during the month.	Input
BCWP	Budgeted Cost of Work Performed	Sum of all budgets for all completed work and the completed portions of ongoing work. Total budget for the scope that was actually accomplished during the month.	Input
BCWS	Budgeted Cost of Work Scheduled	Planned accomplishment established in performance measurement baseline.	Input
ETC	Estimate to	Current estimate for the remaining project scope. This is the estimate for	Input



	Complete	all remaining work excluding contingencies.	
BAC	Budget at Completion	Sum of all budgets allocated to the project excluding management reserve.	Input

B. Risk Management Data Reporting – Recipients will submit updates of the Risk Management Plan (RMP) to DOE in the event of changes to the risk profile data required as part of the Project Execution Plan (PEP).

**Special Status Report**

The recipient must report the following events by e-mail as soon as possible after they occur:

1. Developments that have a significant favorable impact on the project.
2. Problems, delays, or adverse conditions which materially impair the recipient’s ability to meet the objectives of the award or which may require DOE to respond to questions relating to such events from the public. The recipient must report any of the following incidents and include the anticipated impact and remedial action to be taken to correct or resolve the problem/condition:
  - A. Any single fatality or injuries requiring hospitalization of five or more individuals.
  - B. Any significant environmental permit violation.
  - C. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes.
  - D. Any incident which causes a significant process or hazard control system failure.
  - E. Any event which is anticipated to cause a significant schedule slippage or cost increase.
  - F. Any damage to Government-owned equipment in excess of \$50,000.
  - G. Any other incident that has the potential for high visibility in the media.

**B. SCIENTIFIC/TECHNICAL REPORTS**

**Final Scientific/Technical Report**

Content. The final scientific/technical report must include the following information and any other information identified under Special Instructions on the Federal Assistance Reporting Checklist:

1. Identify the DOE award number; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.
2. Display prominently on the cover of the report any authorized distribution limitation notices, such as patentable material or protected data. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports.
3. Provide an executive summary, which includes a discussion of 1) how the research adds to the understanding of the area investigated; 2) the technical effectiveness and economic feasibility of the methods or techniques investigated or demonstrated; or 3) how the project is otherwise of benefit to the public. The discussion should be a minimum of one paragraph and written in terms understandable by an educated layman.
4. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
5. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, problems encountered and departure from planned methodology, and an assessment of their impact on the project results. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the conclusions.
6. Identify products developed under the award and technology transfer activities, such as:
  - a. Publications (list journal name, volume, issue), conference papers, or other public releases of results. If not provided previously, attach or send copies of any public releases to the DOE Project Officer identified in Block 11 of the Notice of Financial Assistance Award;
  - b. Web site or other Internet sites that reflect the results of this project;
  - c. Networks or collaborations fostered;
  - d. Technologies/Techniques;

- e. Inventions/Patent Applications, licensing agreements; and
  - f. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.
7. For projects involving computer modeling, provide the following information with the final report:
- a. Model description, key assumptions, version, source and intended use;
  - b. Performance criteria for the model related to the intended use;
  - c. Test results to demonstrate the model performance criteria were met (e.g., code verification/validation, sensitivity analyses, history matching with lab or field data, as appropriate);
  - d. Theory behind the model, expressed in non-mathematical terms;
  - e. Mathematics to be used, including formulas and calculation methods;
  - f. Whether or not the theory and mathematical algorithms were peer reviewed, and, if so, include a summary of theoretical strengths and weaknesses;
  - g. Hardware requirements; and
  - h. Documentation (e.g., users guide, model code).

**Electronic Submission.** The final scientific/technical report must be submitted electronically via the DOE Energy Link System (E-Link) accessed at <http://www.osti.gov/elink-2413>.

**Electronic Format.** Reports must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts.

**Submittal Form.** The report must be accompanied by a completed electronic version of DOE Form 241.3, "U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI)." You can complete, upload, and submit the DOE F.241.3 online via E-Link. You are encouraged not to submit patentable material or protected data in these reports, but if there is such material or data in the report, you must: (1) clearly identify patentable or protected data on each page of the report; (2) identify such material on the cover of the report; and (3) mark the appropriate block in Section K of the DOE F 241.3. Reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Protected data is specific technical data, first produced in the performance of the award that is protected from public release for a period of time by the terms of the award agreement.

**Protected Personally Identifiable Information (PII).** Management Reports or Scientific/Technical Reports must not contain any *Protected PII*. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general education credentials. In contrast, *Protected PII* is defined as an individual's first name or initial and last name in combination with any one of more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical, and financial records, educational transcripts, etc.

#### **Conference Papers/Proceedings**

**Content:** The recipient must submit a copy of any conference papers/proceedings, with the following information: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor.

**Electronic Submission.** Scientific/technical conference paper/proceedings must be submitted electronically via the DOE Energy Link System (E-Link) at <http://www.osti.gov/elink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

**Electronic Format.** Conference papers/proceedings must be submitted in the ADOBE PORTABLE DOCUMENT FORMAT (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematic, graphs, and charts.

**Submittal Form.** Scientific/technical conference papers/proceedings must be accompanied by a completed DOE Form 241.3. The form and instructions are available on E-Link at <http://www.osti.gov/elink-2413>. This form is not required for non-scientific or non-technical conference papers or proceedings.

#### **Software/Manual**

Content. Unless otherwise specified in the award, the following must be delivered: source code, the executable object code and the minimum support documentation needed by a competent user to understand and use the software and to be able to modify the software in subsequent development efforts.

Electronic Submission. Submissions may be submitted electronically via the DOE Energy Link System (E-Link) at <http://www.osti.gov/estsc/241-4pre.jsp>. They may also be submitted via regular mail to:

Energy Science and Technology Software Center  
P.O. Box 1020  
Oak Ridge, TN 37831

Submittal Form. Each software deliverable and its manual must be accompanied by a completed DOE Form 241.4 "Announcement of U.S. Department of Energy Computer Software." The form and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4pre.jsp>.

## **C. FINANCIAL REPORTING**

Recipients must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at [http://www.whitehouse.gov/omb/grants/grants\\_forms.aspx](http://www.whitehouse.gov/omb/grants/grants_forms.aspx).

## **D. CLOSEOUT REPORTS**

### **Final Invention and Patent Report**

The recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://www.directives.doe.gov/pdfs/forms/2050-11.pdf> and [http://management.energy.gov/business\\_doe/business\\_forms.htm](http://management.energy.gov/business_doe/business_forms.htm)

### **Property Certification**

The recipient must provide the Property Certification, including the required inventories of non-exempt property, located at [http://management.energy.gov/business\\_doe/business\\_forms.htm](http://management.energy.gov/business_doe/business_forms.htm)

## **E. OTHER REPORTING**

### **Annual Indirect Cost Proposal and Reconciliation**

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs.

Cognizant Agency. The recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving indirect costs. If the DOE awarding office is the cognizant agency, submit the annual indirect cost proposal to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award.

### **Annual Inventory of Federally Owned Property**

Requirement. If at any time during the award the recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the recipient must submit an annual inventory of this property to the DOE Award Administrator identified in Block 12 of the Notice of Financial Assistance Award no later than October 30<sup>th</sup> of each calendar year, to cover an annual reporting period ending on the preceding September 30<sup>th</sup>.

Content of Inventory. The inventory must include a description of the property, tag number, acquisition date, location of property, and acquisition cost, if purchased with project funds. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

**[HERE ENDS ATTACHMENT]**