



MARGARET WOOD HASSAN  
GOVERNOR

**STATE OF NEW HAMPSHIRE**  
**OFFICE OF ENERGY AND PLANNING**  
107 Pleasant Street, Johnson Hall  
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December 16, 2013

DEC 20 10 10 13 AM '13

The Honorable Mary Jane Wallner, Chairman  
Fiscal Committee of the General Court  
State House  
Concord, NH 03301

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

*Reproducible*

**REQUESTED ACTION**

Pursuant to RSA 14:30-a, VI, the Office of Energy and Planning (OEP) respectfully requests authorization to **RETROACTIVELY** accept and expend funds in the amount of \$99,501.00 from the U.S. Department of Energy (US DOE), through the Clean Energy States Alliance (CESA), to participate in the New England Solar Cost-Reduction Partnership, effective September 30, 2013 upon Governor and Council approval through June 30, 2015. 100% Other Funds

<b>01-02-02-024010-65100000 FY 2014 State Energy Programs</b>				
<b>Source of Funds</b>				
<b>Class</b>	<b>Description</b>	<b>Current Appropriation w/FY13 Balance Forward</b>	<b>Increase (Decrease)</b>	<b>Modified Budget</b>
000-404590	Federal Funds	383,263.78	0.00	383,263.78
001-403543	Transfers from Other Agencies	0.00	0.00	0.00
007-403558	Agency Income	0.00	99,501.00	99,501.00
009-403544	Agency Income	402,231.37	0.00	402,231.37
Totals		785,495.15	99,501.00	884,996.15

<b>Class</b>	<b>Description</b>	<b>Current Appropriation w/FY13 Balance Forward</b>	<b>Increase (Decrease)</b>	<b>Modified Budget</b>
016-500141	Personal Services Non Class	47,500.00	0.00	47,500.00
020-500200	Current Expenses	800.00	2,678.00	3,478.00
026-500251	Organizational Dues	8,000.00	0.00	8,000.00
030-500310	Equipment New Replacement	1.00	0.00	1.00
039-500188	Telecommunications	750.00	472.00	1,222.00
041-500801	Audit Fund Set Aside	137.00	326.00	463.00
042-500620	Additional Fringe Benefits	4,988.00	0.00	4,988.00
049-500420	Transfer to Other State Agency	15,300.55	0.00	15,300.55
060-500601	Benefits	34,964.00	0.00	34,964.00

070-500704	In-State Travel Reimbursement	500.00	617.00	1,117.00
080-500719	Out-of-State Travel Reimbursement	3,500.00	6,539.00	10,039.00
102-500731	Contracts for Program Services	269,054.60	88,869.00	357,923.60
103-502664	Contracts for Operational Services	400,000.00	0.00	400,000.00
Totals		785,495.15	99,501.00	884,996.15

## EXPLANATION

This request is **RETROACTIVE** due to the timing of the contract negotiations between OEP and CESA, and impacts related to the Government shutdown.

The *New England Solar Cost-Reduction Partnership* (Partnership) will help strengthen the solar market in the five-state region of New Hampshire, Connecticut, Massachusetts, Rhode Island and Vermont. The Partnership will refine and deploy innovations developed in the region for the US DOE Rooftop Solar Challenge I, as appropriate in each state, as well as solar best practices from across the region. CESA, a national nonprofit, will lead the partnership and coordinate the initiative, which has been awarded \$1.5 million under the US DOE SunShot Initiative Rooftop Solar Challenge II program.

Through this Partnership, OEP will develop initiatives, in partnership with key stakeholders, to advance solar photovoltaic (PV) deployment by reducing solar soft costs in the State of New Hampshire. These initiatives include reviewing local PV permitting and zoning policies and disseminating a model process for New Hampshire municipalities; reviewing the interconnection and approval process for the state's electric utilities and encouraging streamlining of the application process to reduce costs; and sharing information with other New England states in the Partnership. Four municipalities in New Hampshire have agreed to participate actively in the project; the cities of Berlin, Concord, Keene and Nashua, and the project will benefit all other interested municipalities.

The total grant for OEP's participation in the Partnership will not exceed \$150,000.00. In Budget Period 1, September 30, 2013 through March 2015, funding will be \$113,750.00. OEP seeks approval for \$99,501.00 at this time to cover anticipated expenses needed for the duration of Fiscal Year 2014. In Budget Period 2, April, 2015 through March, 2016, contingent upon US DOE's determination to continue funding the Project, funding will be \$36,250.00. As with other federal grants, OEP must provide a match, resulting in a \$6,840.00 in-kind cost share for Budget Period 1, and a \$4,560.00 in-kind cost share for Budget Period 2 to fulfill the US DOE award requirements. OEP will incur a total cost of \$11,400.00 over the duration of this Partnership. The cost share will be met through existing staff time that will be devoted to this project.

OEP did not anticipate when the FY14/15 budget was developed that it would receive these funds and is therefore requesting that these funds be added to its budget at this time in order to benefit from this partnership.

Funds are requested for the following purposes:

Class 020 – Current Expenses	To cover state vehicle and office supply expenses related to the project
Class 039 – Telecommunications	To cover phone services related to the project
Class 041 – Audit Fund Set Aside	To cover 0.01% of the award for audit-set-aside
Class 070 – In-State Travel Reimbursement	To cover travel needed for meetings
Class 080 – Out-of-State Reimbursement	To cover travel for regional market meetings

Class 102 – Contracts for Program Services

To contract with experts to review permit requirements for solar PV; research ways to streamline or simplify utility interconnection and approval processes for solar; and provide online tools for municipalities that wish to reduce barriers to solar installations

In the event that Other Funds are no longer available, General Funds will not be requested to support these programs.

Respectfully submitted,



Meredith A. Hatfield  
Director

MAH/BS  
Enclosures

FISCAL SITUATION  
 State Energy Programs  
 010-002-6510-0000  
 FY 2014

<u>Funding Information</u>	<u>Grant Award</u>	<u>Grant Period</u>	<u>Award Amount</u>	<u>Expended Thru FY13</u>	<u>Funding Authorization Remaining</u>	<u>Date of Notification</u>
SEP PY 14	DE-EE0006204	07/01/13 - 06/30/14	310,200.00	0.00	310,200.00	06/27/13
Competitive SEP -EERS	DE-EE0005463	09/30/11 - 03/31/14	379,330.00	129,103.05	250,226.95	12/07/12
SHOPP 13	DE-EI0000930	09/15/12 - 09/14/13	13,500.00	11,592.86	1,907.14	08/30/12
SHOPP 14	DE-EI0000930	09/15/13 - 09/14/16	13,500.00	0.00	13,500.00	09/06/13
SB 99 Chapter 134			200,000.00	0.00	200,000.00	06/26/13
SB 191 Chapter 276			200,000.00	0.00	200,000.00	07/24/13
<b>CESA</b>		<b>09/30/13 - 03/30/16</b>	<b>150,000.00</b>	<b>0.00</b>	<b>150,000.00</b>	<b>09/17/13</b>
Total			1,266,530.00	140,695.91	1,125,834.09	

Less: FY14 Budget Authorization ~~536,140.00~~  
 Less: FY14 Balance Forward 249,355.15  
 Less: SEP Grant in A/U 6400 132,739.47  
 Less: SEP Grant in A/U 6570 4,609.26  
 Less: SEP Grant in A/U 7705 11,111.56  
 Less: SHOPP Grant in A/U 6400 3,736.56

Available for Budgeting 188,142.09  
**Requested Action 99,501.00**  
 Balance to be Budgeted at a later time 88,641.09



**Contract between**  
**Clean Energy States Alliance, Inc.**  
**and**  
**the New Hampshire Office of Energy and Planning**

**WHEREAS**, the Clean Energy States Alliance, Inc. ("CESA") is a U.S. nonprofit corporation that works with state clean energy funds and other funders of clean energy projects and has extensive knowledge and experience in state clean energy policies, regulations, and programs; and

**WHEREAS**, CESA has been awarded a U.S. Department of Energy Award, No. DE-EE0006305, in support of the New England Solar Cost-Reduction Partnership under its FOA Rooftop Solar Challenge II ("Project");

**WHEREAS**, the New Hampshire Office of Energy and Planning ("CONTRACTOR") is confirmed as a partner on this Project and identified as a sub-recipient under Award No. DE-EE0006305;

**WHEREAS**, CESA, in partnership with the CONTRACTOR and four other New England States, has developed a Statement of Project Objectives ("SOPO") with U.S. Department of Energy to perform the tasks and complete the deliverables as stated in the Project proposal, which is included as Attachment A to this contract;

**NOW THEREFORE**, CESA and the CONTRACTOR hereby agree as follows:

**1) WORK TO BE PERFORMED**

The purpose of this contract is to have the CONTRACTOR prepare and implement program activities in support of the completion of tasks described in the SOPO for the Project that pertain to the State of New Hampshire and its participating municipalities. The CONTRACTOR will also take responsibility for collecting information about policies, regulations, and incentives in the State of New Hampshire that relate to solar photovoltaics ("PV"). In addition, the CONTRACTOR shall provide support and expertise to this Project as more fully described in the SOPO and as modified by CESA, provided that any modifications affecting the CONTRACTOR's services are subject to and conditioned upon the CONTRACTOR's approval.

## **2) TERM OF CONTRACT**

The term of this contract is from September 30, 2013 through March 30, 2016, subject to a go/no-go decision by the U.S. Department of Energy after the first 18 months of award No. DE-EE0006305, and subject to approval by the New Hampshire Governor and Executive Council.

## **3) CONTRACT BUDGET**

This contract contains two distinct budget periods with the first period comprised of 18 months and the second period of an additional 12 months. These two budget periods reflect U.S. Department of Energy's decision making process for funding the Project after the first 18 months. At the conclusion of the first 18 months, U.S. Department of Energy will make the determination whether to fund the Project for an additional 12 month period.

The total amount obligated under this contract by CESA to the CONTRACTOR shall not exceed US \$150,000.00 as follows. The first 18-month obligation for Budget Period 1 shall be \$113,750.00. The following 12-month obligated amount for Budget Period 2, contingent upon U.S. Department of Energy's determination to continue funding the Project, shall be \$36,250.00. The CONTRACTOR will perform work according to the hourly rates shown in the fee schedule in Attachment B (Budget Justification Form). The CONTRACTOR shall not be responsible for conducting additional requested tasks if such services will cause the obligation by CESA to exceed \$150,000.00 unless CESA authorizes an increase. The obligated amount of \$150,000.00 includes the CONTRACTOR's travel expenses to attend Project meetings or conference call expenses to participate in Project meetings and conduct teleconferences needed for this project. The CONTRACTOR shall not be required to travel without advance approval by CESA and confirmation that allowable expenses incurred will be reimbursed. This contract's obligated amount shall be the exclusive payment owed to the CONTRACTOR under this agreement. However, as part of this agreement, the CONTRACTOR shall provide a \$6,840.00 in-kind, cost-share for Budget Period 1 and a \$4,560.00 in-kind, cost-share for Budget Period 2 to fulfill the U.S. Department of Energy award requirements such that the CONTRACTOR shall incur a total cost of \$161,400.00 over the duration of this Project.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the CONTRACTOR hereunder, are contingent upon the availability and continued appropriation of funds.

## **4) PRINCIPALS**

A) The person responsible for managing this contract for the CONTRACTOR is Karen Cramton. His/her contact information is as follows:

Karen Cramton

Deputy Director and Administrator of Energy Programs  
New Hampshire Office of Energy and Planning  
107 Pleasant Street, Johnson Hall  
Concord, NH 03301-3834  
Ph: 603-271-8341  
[karen.cramton@nh.gov](mailto:karen.cramton@nh.gov)

B) The person responsible for managing this contract for CESA is Warren Leon. His contact information is as follows:

Warren Leon  
Clean Energy States Alliance  
50 State Street, Suite 1  
Montpelier, VT 05602  
Ph: 978-317-4559  
[WLeon@cleanegroup.org](mailto:WLeon@cleanegroup.org)  
cc: [Maria@cleanegroup.org](mailto:Maria@cleanegroup.org) and [nate@cleanegroup.org](mailto:nate@cleanegroup.org)

C) If either of the persons identified in 4(A) and 4(B) ("Principals") or any of the contact information for the Principals in 4(A) or 4(B) changes, the party will notify the other party in writing of the changes.

## 5) DELIVERABLE AND TIMELINES

While the CONTRACTOR will participate in a wide range of the tasks, it will take special responsibility for the following tasks:

- 1) Develop a plan for how CONTRACTOR will advance solar PV soft-cost reductions in the state of New Hampshire.
- 2) Review existing permitting and zoning guidance from Connecticut and Massachusetts; develop and disseminate a model process for New Hampshire based on the model developed by Connecticut and Massachusetts in Rooftop Solar Challenge I. The NH model process will be distributed to 200 New Hampshire towns along with background information.
- 3) Review the interconnection and approval process for the four main utilities in the State of New Hampshire; meet with the key utilities individually to encourage them to work together to standardize and streamline the application process to reflect proven cost reduction methods from the other New England States.
- 4) Research the feasibility of defining a common interconnection application process and common inspection process and time for all utilities; develop an online information packet accessible from the CONTRACTOR'S website explaining the interconnection process .

- 5) Report on the applicability of a 10-day interconnection registration process for the state of New Hampshire.
- 6) Help foster adoption or prepare a Town Meeting presentation of the model permitting process in at least 6 New Hampshire municipalities.
- 7) Meet with CESA and other participating state representatives to share information and identify best practices for minimizing rooftop PV soft costs.

Additional tasks the CONTRACTOR will be responsible for and the timeline for completion are delineated in Attachment A, the Project SOPO.

The CONTRACTOR is responsible for conducting all of its activities in accordance with the U.S. Department of Energy's Special Terms and Conditions set forth in Attachment C. Agreement to this contract constitutes the CONTRACTOR'S acceptance of the Special Terms and Conditions outlined in Attachment C.

### **Tasks and Schedule**

The CONTRACTOR will participate in all aspects of the Project and will contribute, as requested and within the contract budget, to carrying out the tasks below. The CONTRACTOR will ensure that its work is completed in accordance with the Project timeline included in Attachment A and the Special Terms and Conditions set forth in Attachment C or as modified by mutual agreement.

### **6) REPORTING**

- A. The CONTRACTOR shall submit brief quarterly progress reports as agreed upon by electronic mail to the contracting manager and/or by completing online updates on a project management platform. The progress reports will address the status of the work and any issues that affect the performance of this contract or the work products. Completion of identified tasks will satisfy progress report requirements.
- B. The CONTRACTOR shall also submit quarterly narrative reports (of 1-5 pages in length) to the CESA Contract Manager and his assigns (as a Word Document, submitted by email), due on January 7, April 7, July 7, and October 7 of each year. The reports shall provide a brief description of the work and activities performed in the previous quarter in relation to the relevant Tasks and Subtasks described in the Attachment A, while the Project is ongoing. The quarterly reports shall provide an overview of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed

description of the variance shall be provided.

- A. The CONTRACTOR shall work in good faith with CESA to provide any currently unidentified reports or other information as needed to meet U.S. Department of Energy reporting requirements.

## **7) CONFIDENTIALITY**

All CONTRACTOR communications with CESA and its other contractors in connection with the professional services performed under this contract are regarded as confidential and may not be disclosed to any party unless the CESA Contract Manager listed in paragraph 4(B) agrees in writing to such disclosure, or such materials are required to be disclosed pursuant to New Hampshire's Right-to-Know Law, RSA 91-A. The CONTRACTOR shall notify CESA of any request for information related to this contract. Confidential information does not include ideas, concepts, know-how or techniques related to information that, at the time of disclosure, is in the public domain or information that is independently developed, already possessed without obligation of confidentiality, or rightfully obtained from a third party without an obligation of confidentiality.

## **8) COPYRIGHT**

All reports, presentations, and any other materials created by the CONTRACTOR under this contract shall be provided to CESA unless otherwise required by the Special Terms and Conditions set forth in Attachment C.

## **9) INVOICING**

A) The CONTRACTOR will submit monthly invoices by the 7<sup>th</sup> of each month reflecting professional services performed, labor costs incurred, cost share contributed, and expenses incurred under this agreement. A budget justification for the CONTRACTOR's participation in the Project is included as Attachment B. Invoices will include the following items:

- i) Name and complete address of the CONTRACTOR;
- ii) Date of invoice;
- iii) Billing period covered by invoice;
- iv) *DOE Award No. DE-EE0006305*;
- v) Description of services/products being billed, including:
  - (a) Total hours and costs by individual and/or labor category billed;

- (b) Total labor costs;
  - (c) Total other direct costs by cost category (travel or conference calls);
  - (d) Total Cost Share amount contributed;
  - (e) Current and cumulative amounts for each line item being billed; and
  - (f) Total amount due on the current invoice.
- vi) A certification signed by an authorized representative of the CONTRACTOR, as follows:

“The undersigned hereby certifies to the best of my knowledge and belief that the invoice and any attachments have been prepared from the books and records of New Hampshire Office of Energy and Planning in accordance with the terms of this contract and are correct; the sum claimed under this invoice is proper and due, and all the costs of contract performance have been paid or will be paid currently by New Hampshire Office of Energy and Planning when due in the ordinary course of business; the work reflected by these costs have been performed, and the quantities and amounts involved are consistent with the requirements of this contract; and all required CESA approvals have been obtained.”

B) The CONTRACTOR’s invoices will be emailed to:

Anthony Vargo, CFO  
Clean Energy States Alliance  
50 State Street, Suite 1  
Montpelier, VT 05602

phone: 802.223.2554 x214  
fax: 802.223.4967  
email: [tony@cleanegroup.org](mailto:tony@cleanegroup.org)  
cc: [WLeon@cleanegroup.org](mailto:WLeon@cleanegroup.org)

**10) TRAVEL**

The CONTRACTOR must comply with U.S. government travel regulations when arranging travel.

**11) PAYMENTS**

- A. CESA will invoice the U.S. Department of Energy monthly and will include the CONTRACTOR’s most recent payment request in that invoice. CESA will make payment to the CONTRACTOR within seven (7) business days upon receipt of payment from the U.S. Department of Energy.
- B. CESA will not be responsible and will not pay any late fees, interest, or any other carrying charges due to slow payments from the U.S. Department of Energy.

C. Payments shall be payable to "State of NH - Office of Energy and Planning" and payments shall be sent and related inquiries shall be to:

Donna McFarland, Business Director  
NH Office of Energy and Planning  
c/o Donna McFarland  
107 Pleasant Street – Johnson Hall  
Concord, N.H. 03301-3834  
Ph: (603) 271-1098  
[donna.mcfarland@nh.gov](mailto:donna.mcfarland@nh.gov)

## **12) RECORD KEEPING**

These funds are subject to audit. The CONTRACTOR agrees that it will maintain complete financial records for all of its costs incurred under this contract for a period of three (3) years after the execution of this contract and will cooperate with CESA in satisfying any audit requests unless otherwise required by the Special Terms and Conditions set forth in Attachment C.

## **13) TERMINATION**

This contract may be terminated by CESA at any time should the U.S. Department of Energy provide notice that it will terminate or suspend DOE Award No. DE-EE0006305. In that event, CESA will be responsible only for payment of the professional services of the CONTRACTOR that have been performed to that time.

## **14) ASSIGNMENT**

This contract shall not be transferred or assigned by the CONTRACTOR without prior consent of CESA.

## **15) LIABILITY**

The CONTRACTOR is an independent contractor and not an employee, partner, agent of, or joint venture with CESA for any purpose. The CONTRACTOR is responsible for all insurance (including liability insurance), taxes and other financial obligations and requirements relative to the service performed under this contract. The CONTRACTOR shall have no claim against CESA hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

## **16) NOTICES**

All notices, requests and other communications under this contract must be in writing or via electronic mail, and shall be deemed to have been given on the date sent, if by electronic mail, or delivered, if delivered by hand or by a generally accepted overnight delivery service, and on the third business day after deposited in the U.S. mail, if mailed by first class, certified or registered mail, return receipt requested, postage and registry fees prepaid, and addressed to the Principals.

**17) FULL CONTRACT**

This contract, including Attachment A, B, and C, embodies the entire agreement and understanding between the CONTRACTOR and CESA and supersedes all prior contracts and understandings, oral or written, relating to this Project. It is subject to the approval of the NH Governor and Executive Council.

**18) AMENDMENT OF THIS CONTRACT**

No change, alteration or modification of this contract may be made except in writing signed by the parties.

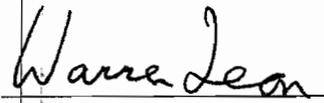
**19) SAVINGS CLAUSE**

If a court of competent jurisdiction finds any section of this contract to be void and unenforceable, the remaining sections of the contract continue in effect as though the unenforceable section does not exist.

CONTRACTOR  
by:

  
Meredith Hatfield      11/14/13  
Director                      date  
New Hampshire Office of Energy and Planning

CLEAN ENERGY STATES ALLIANCE  
by:

  
Warren Leon      11/11/13  
Executive Director      date  
Clean Energy States Alliance

The preceding Contract, having been reviewed by this office, is approved as to form, substance, and execution.

11/19/13  
Date

OFFICE OF THE ATTORNEY GENERAL

  
Name: Evan Mulholland      11/19/13  
Title: Assistant Attorney General

**ATTACHMENT A**

**Statement of Project Objectives Attached as Separate Document**

## **STATEMENT OF PROJECT OBJECTIVES**

### **New England Solar Cost-Reduction Partnership**

#### **A. PROJECT OBJECTIVES**

The New England Solar Cost-Reduction Partnership will reduce solar soft costs in the region by pursuing three broad objectives. Each objective individually has potential to reduce costs and will build on each other. The objectives are:

1. Increase coordination among five states—Connecticut, Massachusetts, New Hampshire, Rhode Island, and Vermont—and with key stakeholders in those states.
2. Refine, combine, and deploy innovative tools and practices from Connecticut and Massachusetts Rooftop Solar Challenge I (RSC I) projects, and from other earlier efforts in those states and Vermont.
3. Implement other best practices more widely across the region, especially with the objective of achieving more consistent policies and practices across state lines.

#### **B. PROJECT SCOPE**

The New England Solar Cost-Reduction Partnership seeks to reduce soft costs by implementing identified best practices across five states. The project will build a strong collaboration among the key agencies and staff responsible for deploying rooftop solar photovoltaics (PV) in their respective states: Connecticut's Clean Energy Finance and Investment Authority (CEFIA), the Massachusetts Department of Energy Resources (MA DOER), the New Hampshire Office of Energy and Planning (NH OEP), the Rhode Island Office of Energy Resources (RIOER), and the Vermont Public Service Department (VT PSD). Additional state agencies, major utilities, and other stakeholders will be key partners in the project. Clean Energy States Alliance (CESA) will coordinate the project, serve as project administrator, and lead the team towards achievement of a robust regional New England solar PV market.

The goal of this project is to drive down solar soft costs by building a five-state regional market with 13 million residents and creating more consistent, streamlined processes. We will tackle a wide range of barriers involving all the major RSC II action areas: permitting and interconnection processes, financing options, planning and zoning rules, and net metering and interconnection standards. We will leverage prior successes and lessons learned and utilize the RSC II funds and opportunity as a springboard to a stronger market with reduced costs.

#### **C. TASKS TO BE PERFORMED**

##### **BUDGET PERIOD 1**

**TASK 1: INCREASE COORDINATION AMONG THE FIVE STATES.** (Ongoing) The states will work together to exchange information that will form the basis for cooperative action. They will also make sure that they understand the perspectives and needs of the solar industry in the region and of the key utilities. Information sharing among the states and better understanding of the needs of stakeholders will identify efficiencies, potential collaborative activities, and paths for reducing soft costs.

The challenge of collaborating among the various agencies and states involved in this project represents a key risk, but the benefits of engaging multiple states outweigh those risks. The players are all committed to the common goals of reducing solar costs and building a strong regional market for solar and they have the motivation to work together cooperatively. We will maintain effective communication and group decision-making without bogging down the project in unnecessary bureaucracy or excessive meetings.

Thirteen jurisdictions have committed to work with us closely and to implement concrete changes to their practices. Beyond that, we will engage as many municipalities in the region as possible, disseminating information and offering tools to all partnership states and targeting high rates of adoption of tools and best practices.

**Subtask 1.1. Hold a one-day, in-person initial meeting with representatives of the five states.**

(Early Q1) This meeting will enable the states to share information about solar practices and policies, to agree on specific ways to work together, and to establish protocols for sharing data to ensure that the various states can access each others' information without running afoul of state information disclosure policies and confidentiality rules. The meeting will be followed by monthly conference calls.

**Subtask 1.2. Survey the solar policies and solar costs in the five states in order to identify differences and best practices.**

(Q1) This information will be used to move towards greater uniformity in policies among the states. We will (a) use a shared online resource to compile information from the states; (b) share information on what data each state collects on PV installations and agree on some common data collection protocols going forward; (c) share information on PV installation costs in the five states in order to understand the variations in costs and to identify ways to bring down costs in the higher-cost locations; (d) identify key differences between the ways in which the states compile information; and (e) identify best practices among the states.

**Subtask 1.3. Meet as a group with the solar industry from all five states.** (Q1) At this meeting we will gather ideas for bringing down soft costs, with an emphasis on understanding inefficiencies caused by having different rules and practices in different jurisdictions. We anticipate that state and regional trade associations will attend, as will representatives of about 25 different solar installation firms. We will include bankers, companies that offer solar PPAs, and other individuals who are involved in solar financing. Using a list-serve and quarterly conference calls, we will maintain contact with the solar industry representatives over the course of the project in order to get their feedback on initiatives the states may pursue.

**Subtask 1.4. Coordinate with utilities from across the region.** (Q1-Q2) The major utilities in the region, most of which span multiple states, have committed to work with us to drive down solar soft costs. The five states will build on current collaborative efforts with these utilities, and will work with the utilities during the project period to discuss best practices and primary ideas for increasing regional standardization. The project team will work with each of these utilities to identify specific improvements and steps that the utility can and will take during the course of the project. The utilities will also be asked to comment on the approaches that the states are considering to reduce solar costs.

**Subtask 1.5. Identify practices and policies with significant potential to bring down solar costs that can be implemented widely across the region.**

(Priority practices identified, Q1; educational outreach, Q2-3) We will consider practices being used in New England and elsewhere. We will determine which practices and policies should receive priority; for each, we will develop and carry out an educational outreach strategy to ensure that all the states understand the recommendations. State agency staff and other experts who have been involved with each practice will be available to provide guidance and assistance to the project participants.

**Subtask 1.6. Hold monthly conference calls of the five states for project coordination.** (Ongoing)

**Milestone (Task 1): states agree on shared data collection protocols and best practices.** (Completed Q1) Based on their internal analysis (Subtask 1.2), but also the input from stakeholders (Subtasks 1.3 and 1.4), the states will agree on procedures to jointly follow and on practices they wish to implement more widely.

**Milestone (Task 1): solar installer participation in the project.** (Q1-6) Solar installers representing more than an estimated 60% of the installations in the five states will participate in project meetings and conference calls.

**Milestone (Task 1): report on PV costs and best practices in the five states.** (Completed Q3) A written report will summarize the conclusions and outcomes from the analysis conducted and input gathered under Task 1. The report will indicate what stakeholders can do to help the state agencies more widely implement the identified best practices. We will disseminate the report to staff of energy-related state agencies in the five states, utilities, solar installers, jurisdictions participating in this project, nonprofit organizations in the region that work to advance solar energy, and other stakeholders. CESA will hold a webinar to discuss the findings in the report.

**Milestone: (Task 1) utility commitments.** (Completed Q2) Each participating utility will have a plan of specific steps it will take to reduce solar soft costs during the remainder of BP 1 and 2.

**TASK 2: FURTHER DEVELOP INNOVATIONS AND PRACTICES IN CONNECTICUT, MASSACHUSETTS, AND VERMONT THAT CAN HAVE BROAD APPLICABILITY IN DRIVING DOWN COSTS.** Connecticut and Massachusetts have developed highly promising practices and tools through their RSC I projects, as well as through other separately funded activities. Vermont is pursuing other important innovations, such as electronic net metering and updated interconnection rules. This project will expand the implementation of seven initiatives in their originating states. We will roll out these approaches in the other states in the region, as appropriate.

**Subtask 2.1. Have model permitting processes adopted more widely.** (Collaboration of the two states, Q1-Q2; efforts to encourage adoption of model processes, months Q3-Q6) Early in the project period, DOER and CEFIA will collaborate to share best practices from each state's development of model permitting processes under RSC I, and will explore possibilities for amending each state's model to achieve greater regional standardization of permitting. DOER and CEFIA will then conduct outreach and provide support to encourage the widespread municipal adoption of these permit processes in their own states. The dissemination will include webinars, posting of educational materials on websites, outreach by DOER regional coordinators, other DOER staff, and CEFIA staff.

**Milestone:** In discussions between CT and MA, determine the best model permitting documents and process to recommend across states. (Completed Q2)

**Milestone:** Model solar permitting process disseminated to all 351 MA municipalities and all 169 CT municipalities. (Completed Q3)

**Deliverables:** Model permit process and process improvement elements adopted by 20 MA and 20 CT municipalities. (Completed Q6)

**Subtask 2.2. Implement online permitting system.** (Q1-6) CEFIA funded Simply Civic to develop an online permitting system that can simplify and handle not only solar permitting but a municipality's entire permitting needs. CEFIA and Simply Civic will pilot the system in CT municipalities, modify it as needed, and then roll it out more widely. The system will be available free to all CT towns through the end of the contract for this project with DOE. Other states will explore using the system.

**Milestone:** Simply Civic demos given to 50 CT and 10 MA municipalities. (Completed Q6)

**Deliverable:** Online permitting adopted by 8 CT municipalities. (Completed Q6)

**Subtask 2.3. Introduce model solar zoning and have it adopted.** (Q1-6) DOER developed a model solar zoning bylaw, addressing both rooftop and ground-mounted systems of all sizes. MA DOER will introduce this bylaw across MA and work to get all or part of it adopted in multiple municipalities.

**Milestone:** Model solar zoning documents disseminated to all 351 MA municipalities.

(Completed Q2) **Deliverable:** Model solar zoning adopted by 5 MA municipalities with 5 more MA municipalities targeted for potential adoption. (Completed Q6)

**Subtask 2.4. Implement the Solarize community outreach model more widely.** (Q 1-6) Both CEFIA and MassCEC have worked with communities to deploy coordinated education, marketing, and outreach, combined with group purchasing, to increase market penetration and reduce costs. They will apply it in an additional 21 municipalities. This will represent an increased rate of Solarize implementation, since the most recent Solarize round in the two states comprised 15 municipalities.

*Milestone:* 21 communities selected for Solarize. (Completed Q2)

*Milestone:* Group purchase period ends in the 21 communities, with contracts signed by system purchasers. (Completed Q4)

*Deliverable:* Implement Solarize in at least 10 MA and 11 CT communities, achieving a projected 20% reduction in installed costs. (Completed Q5)

**Subtask 2.5. Implement improved solar financing options.** (Q1-6) CEFIA has made excellent progress in developing innovative financing programs, including the CT Solar Loan, the CT Solar Lease II, and a Commercial PACE program, and it will continue to refine these programs and disseminate them across the state. Additional loan and lease products will further reduce the reliance on ratepayer subsidies. CEFIA will work closely with commercial banks to develop viable financial products as the state moves away from rebates and subsidies.

*Deliverable:* At least 75% of active local solar PV installers in Connecticut trained to utilize innovative financing programs/products. Ratepayer contribution to installed cost reduced to 20% while shifting toward financing. (Completed Q5)

**Subtask 2.6. Allow for electronic net metering registration.** (Q1-6) VT PSD seeks to further simplify the net metering process and reduce the associated soft costs. The agency will work to change the net metering registration to allow for electronic submission. In addition, for those projects that currently require inspections (e.g., commercial and public buildings and projects within the City of Burlington), the Department will work with the City to shorten inspection times, lower costs, and create uniformity of inspection criteria.

*Deliverables:* Electronic submission of net metering registration implemented throughout Vermont. The complexity of the inspection process in Burlington simplified so that most systems require only one comprehensive inspection (Completed Q6).

**Subtask 2.7. Update interconnection rules.** (Q1-6) During a planned upcoming revision of the Vermont's net metering rules at the Public Service Board, the Board and the Department will work together to update and improve the interconnection rules and the interconnection approval process. As part of this process, VT will review best practices in other New England states that have extensive experience in this area.

*Deliverables:* VT's revised interconnection rules will be approved and will eliminate the external disconnect and insurance requirements and will no longer exceed FERC standards (Completed Q6).

**Subtask 2.8. Identify applicability of the seven practices above to the other states in the five-state region.** (Review and determine applicability, Q1-2; for applicable measures, carry out outreach and training for other states, Q2-3) The originating state will share information about the innovation with the other states. To the extent that the other states seek to implement similar measures, the originating state will provide advice and information.

*Milestone:* Each state will identify at least two of the seven practices that it intends to work on. (Completed Q2).

*Deliverable:* After receiving training, each state will develop a plan for how it will advance the two practices that it intends to focus on. (Completed Q3).

*Deliverable:* Each state will have work underway to carry out those plans. (Completed Q6).

**TASK 3: IMPLEMENT BEST PRACTICES MORE WIDELY ACROSS THE REGION.** We will implement other practices in addition to the seven above. While a key way to reduce solar costs is by achieving greater uniformity across states, we realize that political considerations, local preferences, and varied government structures can make that difficult in some cases. We will concentrate on practices for which rapid progress is possible and will consider flexible solutions that remove market barriers when strict uniformity is infeasible. Until the inventory described above in Subtask 1.5 is completed, the relative priority of the various practices is unknown, but we have identified eight areas in which the states will devote attention and expect to make measurable progress.

**Subtask 3.1. Provide municipalities with permitting and zoning guidance.** (Q1-6) CEFIA and MA DOER will collaborate to determine ways in which each state's model process might be amended to achieve greater regional standardization. Resources from those two states will then be adapted to other states. For example, a CEFIA Permitting Guide that is being made available to all CT municipalities includes a standardized solar PV permit application, guidance on online permitting, recommendations on achieving a model permit process, an inspection checklist, and a model solar PV ordinance, and benefits analysis showing why streamlined permitting will benefit a local jurisdiction. This guidebook, as well as MA DOER's model permitting process, will inform permitting guidance in other locations. NH OEP and RI OER will review existing town policies in those states; with the CEFIA and DOER materials for guidance, they will each develop a model process and will disseminate it, along with educational resources, to towns across the state. RI will also develop a model as-of-right solar zoning ordinance.

*Milestone:* Model process distributed to all 200 NH and 39 RI municipalities. (Completed Q5)

*Deliverable:* At least 10 municipalities will have taken steps towards implementing process improvements. (Completed Q6)

**Subtask 3.2. Disseminate structural review guidance for municipal building inspectors.** (Q1-6) MA DOER has developed structural review guidance that building inspectors and project developers can use for rooftop systems up to 10kW on single and two-family homes. The guidance includes a prescriptive process for streamlined review of systems that meet certain requirements (in terms of the structural integrity of the roof and the components of the system). CT has developed a strategy to eliminate unnecessary reviews by professional engineers. MA and CT will review each others' strategies, and combine the approaches or expand either or both as appropriate. All the partner states are interested in utilizing the structural guidance materials from RSC I and modifying it, if necessary, to make it applicable to conditions in their state.

*Milestones:* Structural review guidance for single and two-family homes distributed to municipal building inspectors in all states. (Three states by end of Q4; the remaining two states by end of Q5).

*Deliverable:* Structural review guidance being used in municipalities representing more than 1 million people. (Completed Q6)

**Subtask 3.3. Work with utilities.** (Ongoing) (1) NH OEP will review the interconnection application and approval process for the four main utilities in the state. NH OEP will then meet individually with the key utilities to encourage them to work together to standardize and streamline the application and process to reflect proven cost-reduction methods from the other New England states. (2) NH OEP will research the feasibility of defining a common application process and common inspection process and time for all utilities. The agency will also develop an online information packet accessible from the OEP websites, and potentially also from utility websites, explaining the interconnection process for municipalities, schools, businesses, and residents. (3) MA DOER will continue to work with Massachusetts utilities to implement recommendations of the state's

Distributed Generation Working Group. (4) CT will provide utilities with updated interconnection improvement recommendations from research in RSC I and ask the utilities to identify improvements to be targeted during RSC II and estimate cost reductions associated with these targets.

**Milestone:** Online information packet on the interconnection process made available in NH. (Completed Q6)

**Deliverable:** Based on each utility's solar cost reduction plan (Task 1), CESA will project the solar cost reductions that will result by state (Completed Q4).

**Subtask 3.4. Implement financing options. (Q2-6)** In addition to CEFIA's efforts to extend its existing work on innovative financing (Task 2.5), all the states will learn which financing options could be available to them and will determine whether it is appropriate to implement them. CESA will analyze the various options for the states, explain the advantages and disadvantage of each, and work with each state to identify specific financing options that could make sense for its situation. States other than Connecticut will take the following actions: (1) In coordination with revisions to the MA SREC program, MA DOER will explore forward minting of SRECs for the residential market. (2) RI OER will implement a residential Property Assessed Clean Energy (PACE) program that enables individual cities and towns to set up a program involving repayment of loans through third-party lenders. (3) VT PSD will create credit enhancements—both for the developers and for the off-takers of the power—to encourage financial institutions to provide debt for community solar projects.

**Milestone:** DOER will make a determination on the inclusion of forward minting in its SREC II program (Completed Q1)

**Deliverable:** If DOER determines to include forward minting of SRECs, it will implement this into the SREC II program. (Completed Q3)

**Deliverable:** VT's credit enhancement program will significantly increase available financing for community solar. (Completed Q6)

**Deliverable:** The RI residential PACE program will be implemented and operational in some of the state's municipalities. (Completed Q6)

**Subtask 3.5. Determine applicability of 10-day interconnection registration process. (Q3)** The State of Vermont requires solar projects to file a one-page interconnection application. Projects automatically receive certification in 10 days unless issues are raised. We will explore whether a variant of this approach can be applied in other states.

**Deliverable:** Each state will report on the applicability of the VT process and identify ways, if any, in which it can be relevant to improving interconnection in its state. (Completed Q2)

**Subtask 3.6. Solar maps.** CT will work with a vendor or business to design a tool by which residential customers can assess the benefits of installing solar PV on their properties.

**Deliverable:** CEFIA's selected vendor will perform analysis of the CT solar PV market and report to CEFIA on how its software will be configured for use by CT homeowners. (Completed Q5)

**Milestone (Task 3):** For three of the practices above that we determine to be priorities for regional implementation, we will produce written materials and online resources that will be useful in multiple states. We will distribute the materials through the CESA website and through the participating state agencies to government officials, utilities, solar installers, and other stakeholders. (Completed Q5)

## GO/NO GO DECISION CRITERIA

DOE will make a determination to proceed with funding for the next Budget Performance period (BP2) based predominately upon the successful completion of 85% of the subtasks and deliverables for BP1 described in the approved SOPO. Other budgetary and programmatic constraints may apply.

The following criteria will be used to determine whether or not this project should proceed from BP 1 to BP 2:

- Five states are working together collaboratively and have taken meaningful steps to share policy and cost information, and to reduce the variations in practices among the states. The states have committed to concrete actions to reduce those variations during BP2 and have begun taking steps to do so during BP1.
- Each state has begun work on two priority practices and policies listed above in Tasks 2 and 3.
- Model permit process and process improvement elements have been adopted in 40 communities representing more than one million people, and leaders in 20 more municipalities intend to bring a model solar permit process and process improvement elements to a vote in BP 2.
- Online permitting is being used in at least 6 CT municipalities.
- Solarize initiatives in CT and MA communities continue to yield 20% cost savings for system hosts.
- Electronic submission of net metering registration implemented throughout Vermont, with evidence that this yields efficiencies.
- Structural review guidance is implemented by municipal building inspectors and is used in municipalities representing more than 1 million people.

## **BUDGET PERIOD 2**

BP2 will consist of work on the same three general objectives as the first BP1. However, in BP2 we will not start or develop new initiatives, but will instead focus on implementing solar cost-reduction measures more widely in more jurisdictions. We will also identify lessons learned from the project to make sure that policymakers, the solar industry, and other stakeholders have a clear roadmap for how they can continue to reduce soft costs after the conclusion of the project.

### **TASK 4. CONTINUE COORDINATION AMONG THE FIVE STATES.**

**Subtask 4.1. Hold monthly conference calls of the five states for project coordination.** (Ongoing)

**Subtask 4.2. Identify lessons learned and recommendations for future actions.** The states will meet to compare their experiences in disseminating cost-reduction measures and will identify those measures that have been most successful and make mid-course corrections to their implementation strategies. They will produce a working document with draft conclusions and recommendations that they will continue to modify over the rest of BP2. Towards the end of BP2, they will identify actions that should be taken after the conclusion of the project.

**Milestone:** States meet with CESA to identify successful measures and make mid-course corrections. (Completed Q7)

**Milestone:** Draft lessons learned document produced. (Completed Q7)

**Milestone:** A report describing the project's lessons learned, including which measures proved to have the greatest impact on reducing soft costs, changes that can most easily and productively be implemented more widely, barriers to further standardization of practices among the five states, and recommended actions that the states and various stakeholders should take after the conclusion of the project. The report will also be distributed to senior state policymakers, including legislative leaders, governors, and others. A webinar will discuss the report with a New England

audience. A second webinar for a national audience will draw attention to lesson learned that could be relevant to other parts of the country. (Completed Q10)

**TASK 5. ACCELERATE ADOPTION OF THOSE INNOVATIONS AND PRACTICES THAT CONNECTICUT, MASSACHUSETTS, AND VERMONT WORKED ON AS PART OF TASK 2 ABOVE DURING BP1.** These projects comprise (1) model permitting process, (2) online permitting system, (3) model solar zoning, (4) Solarize, (5) solar financing options, (6) electronic net metering registration, and (7) updated interconnection rules. We will also implement some of these measures in additional states.

*Deliverable:* Model permit process and process improvement elements adopted by an additional 20 MA and 20 CT municipalities. (Completed Q10)

*Milestone:* Simply Civic demos given to 25 more CT municipalities and at least 50 municipalities in other states. (Completed Q10).

*Deliverable:* Online permitting adopted by 4 more CT municipalities and at least 8 municipalities in other states.

*Deliverable:* Model solar zoning bylaw adopted by another 10 MA and 2 CT municipalities, plus 3 RI municipalities. (Completed Q10)

*Deliverables:* Pending continued program success and approval by the Boards of CEFIA and MA CEC, additional rounds of Solarize CT and Solarize MA will be implemented in 2015. (Completed Q10)

*Deliverable:* Solarize projects will be implemented in at least one of the states from among NH, RI, and VT. (Completed Q10)

*Deliverable:* An adapted Solarize program or other customer aggregation model will be developed and implemented in CT and at least one other state to target affinity groups such as large companies and also to reduce or eliminate formal program resources needed to enable group purchases. (Completed Q10)

**TASK 6. IMPLEMENT BEST PRACTICES MORE WIDELY ACROSS THE REGION.** We will continue to give attention to the areas described above in Task 3 of BP1, but we will give the bulk of our attention in BP2 to those areas that determined to be the priorities for regional action. The milestones and deliverables below will be minimum milestones we would expect to achieve. We plan to achieve more than these minimums in those areas that we determine to be the priorities for action.

*Deliverable:* Model permitting process either adopted by the municipality or prepared for presentation at Town Meeting in at least 6 municipalities in NH and 6 in RI. (Completed Q10)

*Milestones:* Structural review guidance for residential buildings distributed to municipal building inspectors in at least one additional state. By the end of BP 2, structural review guidance will be being used in municipalities representing more than 3 million people spanning at least three states. (Completed Q10)

*Milestone:* VT produces and distributes model contracts for group net metering contracts. (Completed Q10)

*Deliverable:* Solid evidence that the project's various activities have reduced solar soft costs by an average of 15% in municipalities representing at least 2.5 million people.

### **FINAL PROJECT RESULTS**

We expect that the various activities, milestones, and deliverables listed above will lead to meaningful solar soft-cost reductions:

- We project that this project will lead to soft-cost reductions averaging 15% in municipalities representing at least 2.5 million people, including the 13 participating jurisdictions. There will

also be smaller soft-cost reductions in other municipalities. Some project activities will impact all the communities in a particular state.

- In the minimum of 20 Solarize communities in which we will work, almost all of which will be in addition to the 13 participating jurisdictions, total installed costs (not just soft costs) for PV projects will be reduced by 20%.
- There will be a doubling of residential solar PV capacity additions from the prior year in at least two states in the region.

We will produce a report documenting the soft-cost reductions produced by this project, not just in participating jurisdictions but in other municipalities in the five states. The report will also compile all the policy and practice changes caused by this project. We will distribute the report to staff of energy-related state agencies in the five states, utilities, solar installers, the municipalities that took action over the course of the project, nonprofit organizations in the region that work to advance solar energy, and other stakeholders. In addition, CESA will disseminate relevant sections of the report and its findings to other states outside New England that could benefit from the information. That will be done through CESA meetings, webinars, and the CESA website.

**ATTACHMENT B**

**NH OEP Budget Justification Attached as Separate Document**

**Instructions and Summary**

Award Number: DE-FOA-0000788  
Award Recipient: Clean Energy States Alliance

Date of Submission: 3/22/2013  
Form submitted by: NH OEP  
(May be award recipient or sub-recipient)

**Please read the instructions on each page (worksheet) before starting.**

**If you have any questions, please ask your DOE contact. It will save you time!**

**On this form, provide detailed support for the estimated project costs identified for each Category line item within each worksheet (budget items under different tabs).**

- The dollar amounts on this page must match the amounts on the associated application.
- The award recipient and each sub-recipient with estimated costs of \$100,000 or more must complete this form and ensure it matches the application.
- The total budget presented on this form and on the application must include both Federal (DOE), and Non-Federal (cost share) portions, thereby reflecting TOTAL PROJECT COSTS proposed.
- For costs in each Object Class Category, complete the corresponding worksheet on this form (tab at the bottom of the page). Include a brief narrative explanation of the costs in the "Additional Explanations/Comments" section to justify the costs.
- All costs incurred by the preparer's sub-recipients, vendors, contractors, consultants and Federal Research and Development Centers (FFRDCs), should be entered only in section f. Contractual. All other sections are for the costs of the preparer only.

**BURDEN DISCLOSURE STATEMENT**

Public reporting burden for this collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Information Resources Management Policy, Plans, and Oversight, AD-241-2 - GTN, Paperwork Reduction Project (1910-5162), U.S. Department of Energy 1000 Independence

**SUMMARY OF BUDGET CATEGORY COSTS PROPOSED**

(Note: The values in this summary table are from entries made in each budget category sheet.)

CATEGORY	Budget Period 1 Costs	Budget Period 2 Costs	Budget Period 3 Costs	Total Costs	Project Costs %	Comments (Add comments as needed)
a. Personnel	\$29,662	\$19,799	\$0	\$49,461	30.6%	
b. Fringe Benefits	\$12,666	\$8,458	\$0	\$21,125	13.1%	
c. Travel	\$558	\$355	\$0	\$913	0.6%	
d. Equipment	\$0	\$0	\$0	\$0	0.0%	
e. Supplies	\$200	\$200	\$0	\$400	0.2%	
f. Contractual						
Sub-recipient	\$59,498	\$0	\$0	\$59,498	36.9%	
Vendor	\$0	\$0	\$0	\$0	0.0%	
FFRDC	\$0	\$0	\$0	\$0	0.0%	
Total Contractual	\$59,498	\$0	\$0	\$59,498	36.9%	
g. Construction	\$0	\$0	\$0	\$0	0.0%	
h. Other Direct Costs	\$5,339	\$3,528	\$0	\$8,867	5.5%	
Total Direct Costs	\$107,924	\$32,341	\$0	\$140,265	87%	
i. Indirect Charges	\$12,664	\$8,471	\$0	\$21,135	13.1%	
Total Project Costs	\$120,588	\$40,812	\$0	\$161,400	100%	

Additional Explanations/Comments (as necessary)

a. Personnel

**PLEASE READ!!!**

List costs solely for employees of the entity completing this form (award prime recipient or sub-recipient with costs over \$100,000). All other personnel costs (for prime's subrecipients or other contractual efforts of the entity preparing this budget) must be included under f. Contractual. This includes all consultants and FFRDCs.

Identify positions to be supported. Key personnel should be identified by title. All other personnel should be identified either by title or a group category. State the amounts of time (e.g., hours or % of time) to be expended, the base pay rate (or composite base pay rate for group category), total direct personnel compensation, and identify the rate basis (e.g., actual salary, labor distribution report, technical estimate, state civil service rates, etc.).

Add rows as needed. Formulas/calculations will need to be entered by the preparer of this form. Please enter formulas as shown in the example.

Include a brief narrative explanation of the costs in the "Additional Explanations/Comments" section to justify the costs.

Task # and Title	Position Title	Budget Period 1			Budget Period 2			Budget Period 3			Project Total Hours	Project Total Dollars	Rate Basis
		Time (Hours)	Pay Rate (\$/Hr)	Total Budget Period 1	Time (Hours)	Pay Rate (\$/Hr)	Total Budget Period 2	Time (Hours)	Pay Rate (\$/Hr)	Total Budget Period 3			
1. Generation 2A Receiver Design		10000		\$423,000	600		\$24,000	800		\$31,000	11400	\$478,000	Actual Salary
EXAMPLE Sr. Engineer		2000	\$85.00	\$170,000	200	\$50.00	\$10,000	200	\$50.00	\$10,000	2400	\$190,000	Actual Salary
ONLY!!! Electrical engineers		6200	\$35.00	\$217,000	400	\$35.00	\$14,000	600	\$35.00	\$21,000	7200	\$252,000	Actual Salary
Technician		1800	\$20.00	\$36,000	0	\$0.00	\$0	0	\$0.00	\$0	1800	\$36,000	Actual Salary
1. Increase coordination among five states											0	\$0	
SEP Associate		200	\$26.03	\$5,206			\$0			\$0	200	\$5,206	Actual Salary
Grants Manager		0	\$24.11	\$0			\$0			\$0	0	\$0	Actual Salary
Energy Analyst		75	\$24.73	\$1,855			\$0			\$0	75	\$1,855	Actual Salary
Assistant Planner		20	\$30.16	\$603			\$0			\$0	20	\$603	Actual Salary
Energy Programs Administrator		77	\$31.23	\$2,405			\$0			\$0	77	\$2,405	Actual Salary
2. Develop innovations and practices in CT,													
SEP Associate		44	\$26.03	\$1,145			\$0			\$0	44	\$1,145	Actual Salary
Grants Manager		0	\$24.11	\$0			\$0			\$0	0	\$0	Actual Salary
Energy Analyst		17	\$24.73	\$420			\$0			\$0	17	\$420	Actual Salary
Assistant Planner		9	\$30.16	\$271			\$0			\$0	9	\$271	Actual Salary
Energy Programs Administrator		12	\$31.23	\$375			\$0			\$0	12	\$375	Actual Salary
3. Implement best practices more widely ac													
SEP Associate		341	\$26.03	\$8,876			\$0			\$0	341	\$8,876	Actual Salary
Grants Manager		0	\$24.11	\$0			\$0			\$0	0	\$0	Actual Salary
Energy Analyst		200	\$24.73	\$4,946			\$0			\$0	200	\$4,946	Actual Salary
Assistant Planner		59	\$30.16	\$1,779			\$0			\$0	59	\$1,779	Actual Salary
Energy Programs Administrator		57	\$31.23	\$1,780			\$0			\$0	57	\$1,780	Actual Salary
4. Continue Coordination among Partner sta													
SEP Associate				\$0	100	\$26.03	\$2,603			\$0	100	\$2,603	Actual Salary
Grants Manager				\$0	0	\$24.11	\$0			\$0	0	\$0	Actual Salary
Energy Analyst				\$0	100	\$24.73	\$2,473			\$0	100	\$2,473	Actual Salary
Assistant Planner				\$0	15	\$30.16	\$452			\$0	15	\$452	Actual Salary
Energy Programs Administrator				\$0	60	\$31.23	\$1,874			\$0	60	\$1,874	Actual Salary



**b. Fringe Benefits**

Please Read!!!

Fill out the table below by labor type (add additional rows if necessary). If all employees receive the same fringe benefits, you can show "Total Personnel" in the Labor Type column instead of listing out all personnel separately. If necessary, you can use the box below to provide additional explanation regarding your fringe rate calculation.

The rates and how they are applied should not be averaged to get one fringe cost percentage.

The fringe benefit rate should be applied to both the Federal Share and Recipient Cost Share.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer. Please enter formulas as shown in the example.

Labor Type	Budget Period 1			Budget Period 2			Budget Period 3			Total Project Fringe Benefit Costs
	Personnel Costs	Rate	Total	Personnel Costs	Rate	Total	Personnel Costs	Rate	Total	
<b>EXAMPLE ONLY:</b>										
Sr. Engineer	\$170,000	20%	\$34,000	\$10,000	20%	\$2,000	\$10,000	20%	\$2,000	\$38,000
SEP Associate	15,228	37.60%	\$5,726	10,152	37.60%	\$3,817			\$0	\$9,543
Grants Manager	0	46.00%	\$0	0	46.00%	\$0			\$0	\$0
Energy Analyst	7,221	35.00%	\$2,527	4,822	35.00%	\$1,688			\$0	\$4,215
Assistant Planner	2,654	51.70%	\$1,372	1,764	51.70%	\$912			\$0	\$2,284
Energy Programs Administrator	4,560	66.70%	\$3,041	3,061	66.70%	\$2,041			\$0	\$5,083
<b>Total:</b>	\$23,662		\$12,666	\$19,799		\$8,458	\$0		\$0	\$21,125

A federally approved fringe benefit rate agreement, or a proposed rate supported and agreed upon by DOE for estimating purposes is required if reimbursement for fringe benefits is requested. Please check (X) one of the options below and provide the requested information. Calculate the fringe rate and the Total should calculate automatically (if adding rows, ensure the formulas are updated).

A fringe benefit rate has been negotiated with, or approved by, a federal government agency. A copy of the latest rate agreement is included with this application, and will be provided electronically to the Contracting Officer for this project.

There is not a current, federally approved rate agreement negotiated and available\*.

\*When this option is checked, the entity preparing this form shall submit a rate proposal in the format provided at the following website, or a format that provides the same level of information; and the rate proposal must support the rates being proposed for use in performance of the proposed project. Go to <https://www.eere-pmc.energy.gov/forms.aspx> and select Sample Rate Proposal.

**Additional Explanation/Comments (as necessary)**

Please use this box (or an attachment) to further explain how your total fringe benefits costs were calculated. Your calculations should identify all rates used, along with the base they were applied to (and how the base was derived), and a total for each (along with grand total). Benefits attributable to direct salaries are treated as direct costs. Fringe benefits for the agency include FICA, health insurance, dental insurance, life insurance, matching retirement and post retirement health insurance.











**h. Other Direct Costs**

**PLEASE READ!!!**

Other direct costs are direct cost items required for the project which do not fit clearly into other categories. These direct costs must not be included in the indirect costs (for which the indirect rate is being applied for this project). Examples are: equipment costs less than \$5000, meetings within the scope of work, printing costs, etc. which can be directly charged to the project and are not duplicated in indirect costs (overhead costs).

Basis of cost are items such as vendor quotes, prior purchases of similar or like items, published price list, etc.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer.

General description	Cost	Basis of Cost	Justification of need
<b>Budget Period 1</b>			
EXAMPLE ONLY!!! Grad student tuition	\$16,000	Established UCD costs	Support of graduate students working on project
Employee Assistance Program	\$7	Required by State	Required by State
Audit Set Aside	\$110	0.1% of Grant	Required by State
Transfers to OIT	\$1,260	IT Cost	Required by State
Rent	\$738	Rent portion for OEP staff	Operating Expense
Current Expenses	\$0	historical data	Postage, printing, and duplicating of materials for distribution at
Additional Fringe Benefits	\$3,224	Required by State	Required by State
<b>Budget Period 1 Total</b>	<b>\$5,339</b>		
<b>Budget Period 2</b>			
Employee Assistance Program	\$5	Required by State	Required by State
Audit Set Aside	\$42	0.1% of Grant	Required by State
Transfers to OIT	\$840	IT Cost	Required by State
Rent	\$492	Rent portion for OEP staff	Operating Expense
Current Expenses	\$0	historical data	Postage, printing and duplicating of materials for distribution at
Additional Fringe Benefits	\$2,149	Required by State	Required by State
<b>Budget Period 2 Total</b>	<b>\$3,528</b>		
<b>Budget Period 3</b>			
<b>Budget Period 3 Total</b>	<b>\$0</b>		
<b>PROJECT TOTAL</b>	<b>\$8,867</b>		

Additional Explanations/Comments (as necessary)

**i. Indirect Costs**

**Please Read!!!**

Fill out the table below to indicate how your indirect costs are calculated. If necessary, you can use the box below to provide additional explanation regarding your indirect rate calculation.

The rates and how they are applied should not be averaged to get one indirect cost percentage.

The indirect rate should be applied to both the Federal Share and Recipient Cost Share.

Add rows as needed. If rows are added, formulas/calculations may need to be adjusted by the preparer. Please enter formulas as shown in the example.

	Budget Period 1	Budget Period 2	Budget Period 3	Total	Explanation of BASE
<b>Provide ONLY Applicable Rates:</b>					
Overhead Rate	31.4%	31.4%	0.0%		
General & Administrative (G&A)	0.0%	0.0%	0.0%		
FCCM Rate, if applicable	0.0%	0.0%	0.0%		
OTHER Indirect Rate	0.0%	0.0%	0.0%		
<b>Indirect Costs (As Applicable):</b>					
Overhead Costs	\$12,664	\$8,471	\$0	\$21,135	
G&A Costs	\$0	\$0	\$0	\$0	
FCCM Costs, if applicable	\$0	\$0	\$0	\$0	
OTHER Indirect Costs	\$0	\$0	\$0	\$0	
<b>Total indirect costs requested:</b>	<b>\$12,664</b>	<b>\$8,471</b>	<b>\$0</b>	<b>\$21,135</b>	

A federally approved indirect rate agreement, or rate proposed (supported and agreed upon by DOE for estimating purposes) is required if reimbursement of indirect costs is requested. Please check (X) one of the options below and provide the requested information if it has not already been provided as requested, or has changed. Calculate the indirect rate dollars and the totals should calculate automatically.

An indirect rate has been approved or negotiated with a federal government agency. A copy of the latest rate agreement is included with this application, and will be provided electronically to the Contracting Officer for this project.

There is not a current, federally approved rate agreement negotiated and available.\*

\*When this option is checked, the entity preparing this form shall submit an indirect rate proposal in the format provided at the following website, or a format that provides the same level of information and which will support the rates being proposed for use in performance of the proposed project. Go to <https://www.eere-pmc.energy.gov/forms.aspx> and select Sample Rate Proposal.

**Additional Explanations/Comments (as necessary)**

**\*IMPORTANT:** Please use this box (or an attachment) to further explain how your total indirect costs were calculated. If the total indirect costs are a cumulative amount of more than one calculation or rate application, the explanation and calculations should identify all rates used, along with the base they were applied to (and how the base was derived), and a total for each (along with grand total).



## **ATTACHMENT C**

### **Special Terms and Conditions Attached as Separate Document**

Attachments 1 through 4 referenced in "Attachment C" encompass the entire scope and definition of Rooftop Solar Challenge II grant and agreement between CESA and DOE.

Attachment 1 refers to this contract's Attachment A.

Attachment 3 refers to this contract's Attachment B.

## SPECIAL TERMS AND CONDITIONS

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**SUBPART A. GENERAL PROVISIONS****1. RESOLUTION OF CONFLICTING CONDITIONS**

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the EERE Award Administrator for guidance.

**2. AWARD AGREEMENT TERMS AND CONDITIONS**

This Award consists of the following documents, including all terms and conditions therein:

Cover Page	Assistance Agreement Form
Body	Special Terms and Conditions
Attachment 1	Statement of Project Objectives
Attachment 2	Reporting Checklist and Instructions
Attachment 3	Budget Information (SF-424A and Budget Justification)
Attachment 4	Intellectual Property Provisions

The following are incorporated by reference:

- a. Applicable program regulations.
- b. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- c. If the award is for research and the award is for a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp> apply.
- d. Application/proposal as approved by DOE.
- e. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms>.

**3. COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW**

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

**4. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS**

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by the Department of Energy, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of the award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

**5. STATEMENT OF FEDERAL STEWARDSHIP**

EERE 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.

**6. STATEMENT OF SUBSTANTIAL INVOLVEMENT**

The Rooftop Solar Challenge II is a critical element of the SunShot Initiative and is intended to make significant contributions in support of achieving DOE's goals and objectives. To that end, DOE will be substantially involved in monitoring the work performed under this award and ensuring that all activities performed by the Awardee and its Subcontractors advance the achievement of programmatic goals and objectives. In that regard, DOE will coordinate with the Awardee to identify and negotiate direction or redirection of work performed under this award. DOE will foster collaboration and coordination among Rooftop Solar Challenge II award recipients, other SunShot awardees, DOE-funded National Laboratories (e.g., National Renewable Energy Laboratory), and other relevant organizations as needed. DOE has the right to intervene in the conduct or performance of project activities for programmatic reasons. Intervention includes the interruption or modification of the conduct or performance of project activities. Refer to 10 CFR 600.5 (d) for additional language and citations.

**7. SITE VISITS**

EERE'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. Recipient must provide, and must require its subrecipients to 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.

**8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS**

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer. The Recipient is thereby authorized to the use federal funds for the defined project activities. This NEPA determination is specific to the project activities as described in the SOPO approved by the Contracting Officer.

*If the Recipient later intends to add to or modify the activities* in the approved SOPO, those new activities or modified activities are subject to additional NEPA review and are not authorized for federal funding until the Contracting Officer provides approval on those additions or modifications. Recipients are restricted from taking any action using federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to authorization from the Contracting Officer. Should the Recipient elect to undertake activities prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

## 9. PERFORMANCE OF WORK IN UNITED STATES

- a. Requirement. All work performed under this award must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment, however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow this requirement to its subrecipients.
- b. Failure to Comply. If the Recipient fails to comply with the Performance of Work in the United States requirement, the EERE Contracting Officer may deny reimbursement for the work conducted outside the United States. The Recipient is responsible should any work under this award be performed outside the United States, absent a waiver, regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners.
- c. Waiver. There may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, the Recipient must submit an explicit waiver request to the EERE Contracting Officer, which includes the following information:
  - The countries in which the work will be performed;
  - A description of the work to be performed outside the U.S.; and
  - The rationale for performing the work outside the U.S.

For the rationale, the Recipient must demonstrate to the satisfaction of the EERE Contracting Officer that a waiver would further the purposes of this FOA and is otherwise in the interests of EERE and the United States. The Contracting Officer may require additional information before considering a waiver request.

## 10. FINANCING RESTRICTIONS

Financing activities associated with this award are for the purposes of increasing distributed photovoltaic market activity in models other than self-financed ownership by enabling direct financing options, community solar programs, and/or utility-owned distributed generation and resolving legal issues around third party ownership models. Recipient is restricted from

using award funds or recipient cost share to provide funding, loans, or direct support to finance solar technology installations.

For this award, DOE has made a final determination for all financing activities under this award that are listed in the Statement of Project Objectives (SOPO) formally approved by DOE through incorporation into and attached to the award. You may proceed with the financing activities as described in the SOPO. If you later add to or modify the financing activities in the above-referenced SOPO, you must submit the revised SOPO to the EERE Project Officer. Those additions or modifications are subject to review and approval by the EERE's Contracting Officer. Should you move forward with activities that are not authorized for Federal funding by the EERE Contracting Officer in advance of the final approval, you are doing so at risk of not receiving Federal funding and such costs may not be recognized as allowable cost share.

## 11. LOBBYING PROHIBITIONS

By accepting funds under this agreement, the recipient agrees that it will comply with the National Policy Assurances and the applicable lobbying prohibition provisions of the following national policies located at:

[http://energy.gov/sites/prod/files/National\\_Policy\\_Assurances-September\\_%202011.pdf](http://energy.gov/sites/prod/files/National_Policy_Assurances-September_%202011.pdf), as well as applicable cost principals contained in 2 CFR 230.5-50, 48 CFR 31.205-22 and 2 CFR 225.5-55. Additionally, the lobbying prohibitions contained in 10 CFR 601 also apply.

Pursuant to the above authorities, no award funds, whether Federal or recipient cost share, may be expended by the recipient for any of the following activities:

Any attempt to influence a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation through direct contact or communication, or by using publicity or propaganda urging members of the general public, or any segment thereof, to contribute to, or participate in any, campaign, rally, or similar effort.

Any attempt to influence an officer or employee of any agency, a member or employee of Congress, in connection with the awarding of any Federal contract grant, cooperative agreement or loan; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

The above prohibitions do not prohibit the recipient from expending any federal funds on the following:

Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement in response to a documented request made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further

provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings;

Outreach activities directed at stakeholders including, local developers, permitting bodies, local utilities, trade groups and other stakeholders to gather information and establish best practices.

## 12. PUBLICATIONS

EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement and disclaimer in publications arising out of or relating to work performed under this Award:

*Acknowledgment:* "The information, data, or work presented herein was funded in part by the U.S. Department of Energy, Energy Efficiency and Renewable Energy Program, under Award Number DE- \_\_\_\_\_."

*Disclaimer:* "The information, data, or work presented herein was funded in part 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. RECORD RETENTION

Consistent with 10 C.F.R. Part 600, the Recipient is required to retain records relating to this Award for three years after the end of the project period, unless one of the following exceptions applies:

- a. If any litigation, claim, or audit is started before the expiration of the three-year period, the Recipient is required to retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- b. The Recipient is required to retain records for any real property or equipment acquired with Federal funds for three years after final disposition of the real property or equipment.

Copies of records may be substituted for originals.

#### 14. AUDITS

##### a. Government Audits

Consistent with 10 C.F.R. Part 600, the Recipient's financial records or administrative records relating to this Award may be audited at any time.

EERE may conduct a final audit at the end of the project period (or the termination or cancelation of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to EERE any payments for costs that were determined to be unallowable.

##### b. Annual Compliance Audits

The Recipient is required to comply with the annual compliance audit requirements in 10 C.F.R. Part 600 – specifically, 10 C.F.R. § 600.126 for institutions of higher education and nonprofit organizations, 10 C.F.R. § 600.226 for state and local governments, and 10 C.F.R. § 600.316 for for-profit entities. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements.

#### 15. CONTINUATION APPLICATION AND FUNDING – AWARDS UNDER 10 CFR 600

a. Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. At least ninety (90) days before the end of each budget period, Recipient must submit to the EERE Project Officer and the EERE Award Administrator its continuation application, which includes the following information:

1. A report on the Recipient's progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
2. A detailed budget and supporting justification if there are changes to the negotiated budget, or a budget for the upcoming budget period was not approved at the time of award.
3. A description of any planned changes from the negotiated Statement of Project Objectives.

- b. Continuation Funding. Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) meeting the objectives, milestones, deliverables, decision point criteria, and stage gates of Recipient's approved project and obtaining approval from EERE to continue work on the project; (3) submittal of required reports; and/or (4) compliance with the terms and conditions of the award.
- c. Continuation funding is specifically contingent on EERE approval of Go/No Go or Stage Gate reviews decision points, as set forth in the Statement of Project Objectives.
- d. As a result of the Go/No Go or Stage Gate reviews, EERE may, at its discretion, authorize the following actions by the Recipient: (1) continue to fund the project, contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) recommend redirection of work under the project; (3) place a hold on the project, pending further supporting data or funding; or (4) discontinue the project because of insufficient progress, change in strategic direction, or lack of funding.

#### 16. TERMINATION AND ENFORCEMENT

- a. Definition of Material Noncompliance: a failure to follow the terms and conditions of the award, whether stated in a Federal statute, regulation, assurance, application, or notice of award that impedes the objectives outlined in the SOPO (Attachment 1). This shall include, but is not limited to:
  - 1. Failure to achieve deliverable milestones by the mandatory submission due dates in the SOPO;
  - 2. Failure to follow the Performance of Work in the United States in Provision 9;
  - 3. Failure to follow the Reporting Requirements in the attached Financial Assistance Reporting Checklist;
  - 4. Failure to comply with Provision 27, Insolvency, Bankruptcy or Receivership;
  - 5. Failure to rectify any noncompliant act within the prescribed time period after proper notification requirements set forth in 10 CFR 600.24;
  - 6. Multiple nonmaterial failures to comply with the terms and conditions of the award to the extent that the objectives outlined in the SOPO are impaired
  - 7. Assigning or novating the award to another entity without obtaining in advance the express written approval of the assignment or novation by the EERE Contracting Officer; and
  - 8. Encumbering real property or equipment acquired under this award without express written approval by the EERE Contracting Officer.
- b. Failure to Comply with the Agreement. The EERE Contracting Officer shall give written notice to the Recipient upon a finding that the Recipient has materially failed to comply with the terms and conditions of the agreement, setting forth the factual and legal bases for the determination of noncompliance, the corrective actions, and the date by which the corrective actions must be taken. Recipient shall have at a

minimum 30 calendar days to correct the deficiency in performance identified by DOE.

- c. Termination or Suspension by EERE Contracting Officer. If Recipient fails to materially comply with the terms and conditions of the agreement or fails to cure any such default or event of default within the applicable time period, the EERE Contracting Officer may terminate this Award or temporarily or entirely withhold cash payments pending correction of the deficiency by the Recipient. Additional DOE enforcement remedies are contained in 10 CFR § 600.

## 17. FLOW DOWN REQUIREMENT

Recipient must ensure its subawardees are subject to the requirements set forth in these Special Terms and Conditions by including the appropriate provisions in any subaward. Further, Recipient must include the contract provisions set forth in 10 CFR § 600.148; 10 CFR § 600.236(i); 10 CFR § 600.331(c), as applicable dependent on Recipient's entity type.

### SUBPART B. FINANCIAL PROVISIONS

## 18. FUNDING OF BUDGET PERIODS

EERE has obligated \$1,500,000 for completion of the project authorized by this agreement; however, only \$916,513 is available for work performed by the Recipient during Budget Period 1 of the project. For Budget Period 2, the remainder or \$583,487 will be available contingent upon the submission by the Recipient of a continuation application and written approval of the continuation application by the EERE Contracting Officer.

In the event that the Recipient does not submit a continuation application for subsequent Budget Periods, or EERE disapproves a continuation application for subsequent Budget Periods, the maximum EERE liability to the Recipient is the funds that are available for the current approved Budget Period(s). In such event, EERE reserves the right to deobligate any remaining funds.

Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.

## 19. COST SHARING

- a. Total Estimated Project Cost is the sum of the Federal Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting Federal funds under this award, Recipient agrees that it is liable for its percentage share of total allowable project costs throughout the life of the project. The cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the cost sharing percentage specified below. If the project is terminated early or is not funded to its completion,

Recipient is liable for its percent cost share of the allowable project costs incurred at the close of the award. This cost is shared as follows:

EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Costs
\$1,500,000 / 80%	\$375,000 / 20%	\$1,875,000

- b. If Recipient discovers that it may be unable to provide cost sharing of at least the amount identified in paragraph a. of this term, Recipient must immediately provide written notification to the EERE Award Administrator, indicating whether Recipient will continue or phase out the project. If Recipient plans to continue the project, the notification must describe how replacement cost sharing will be secured.
- c. Recipient must maintain records of all project costs that it claims as cost sharing, including in-kind costs, as well as records of costs to be paid by EERE. Such records are subject to audit.
- d. Failure to provide the cost sharing required by this term may result in the subsequent recovery by EERE of some or all the funds provided under the award.

## 20. PAYMENT PROCEDURES

- a. Method of Payment. Payment will be made by reimbursement through the Department of Treasury's ASAP system.
- b. Requesting Reimbursement. Requests for reimbursements must be made through the ASAP system. The Recipient's requests for reimbursement should coincide with its normal billing pattern, but not more frequently than every two weeks. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
- b. Adjusting payment requests for available cash. The Recipient 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 EERE.
- d. Payments. All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that the Recipient filed with the U.S. Department of Treasury.
- e. Supporting Documents for Agency Approval of Payments. Because the Special Terms and Conditions contain provisions with conditions on the Recipient's activities, EERE will require Agency pre-approval of payments. As Agency approval requirement is in effect for the Recipient's award, the ASAP system will indicate that Agency approval is

required when the Recipient submits a request for payment. The Recipient must notify the EERE Project Officer identified on the Assistance Agreement that a payment request has been submitted. The EERE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

## 21. ALLOWABLE COSTS

### a. Allowable Costs for For-Profit Entities

For nonprofit organizations listed in Attachment C to OMB Circular A-122 (codified at 2 C.F.R. Part 230) and for-profit entities, EERE determines the allowability of costs through reference to the for-profit cost principles in the Federal Acquisition Regulations (48 C.F.R. Part 31).

### b. Allowable Costs for Nonprofits

For nonprofit organizations *not listed* in Attachment C to OMB Circular A-122 (codified at 2 C.F.R. Part 230), EERE determines the allowability of costs through reference to the cost principles for nonprofit organizations in OMB Circular A-122 (10 C.F.R. § 600.317(a)(2)(ii)).

### c. Allowable Costs for Institutions of Higher Education

For institutions of higher education, EERE determines the allowability of costs through reference to OMB Circular A-21, "Cost Principles of Educational Institutions" (codified at 2 C.F.R. Part 220).

### d. Allowable Costs for States and Local Governments

For States, local governments, and tribes, EERE determines the allowability of costs through reference to OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments" (codified at 2 C.F.R. Part 225).

## 22. INDIRECT COSTS

- a. If actual allowable indirect costs are less than those budgeted and funded under the award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (*i.e.*, direct and indirect), is less than the total costs reimbursed, the Recipient must refund the difference.
- b. Recipients are expected to manage their indirect costs. EERE will not amend an award solely to provide additional funds for changes in indirect cost rates. EERE recognizes that the inability to obtain full reimbursement for indirect costs means the Recipient must

absorb the underrecovery. Such underrecovery may be allocated as part of the organization's required cost sharing.

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: \$133,580. 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 EERE Contracting Officer. This restriction does not apply to subrecipients' indirect costs.

- c. Recipient must ensure its subrecipient's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this award and 10 CFR Part 600.

### **23. 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.

### **24. USE OF PROGRAM INCOME**

If the Recipient earns program income during the project period as a result of this award, the Recipient may add the program income to the funds committed to the award and used to further eligible project objectives.

### **25. BUDGET CHANGES**

The Recipient must obtain the EERE Contracting Officer's prior approval for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or expected to exceed 10% of the current total approved budget, whenever the Federal share of the project exceeds \$100,000.

### **26. REPORTING REQUIREMENTS**

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge ([www.osti.gov/bridge](http://www.osti.gov/bridge)), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database ([www.osti.gov/energycitations](http://www.osti.gov/energycitations)).
- c. Restrictions. Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

### **SUBPART C. MISCELLANEOUS PROVISIONS**

#### **27. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS**

To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

#### **28. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP**

- a. The Recipient shall immediately notify the EERE of the occurrence of any of the following events: (i) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (iii) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or federal law; or (iv) the Recipient's 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, EERE reserves the right to conduct a review of the Recipient's award to determine the Recipient's 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 EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the award, EERE 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.

## 29. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

### a. Reporting of first-tier subawards.

1. Applicability. Unless the Recipient is exempt as provided in paragraph d. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

### 2. Where and when to report.

i. The Recipient must report each obligating action described in paragraph a.1. of this award term to <https://www.fsrc.gov> .

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrc.gov> specify.

### b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if

i. The total Federal funding authorized to date under this award is \$25,000 or more;

ii. In the preceding fiscal year, the Recipient received;

(A) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the

executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> )

2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of the Recipient's registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if;

- i. In the subrecipient's preceding fiscal year, the subrecipient received;
  - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> )

2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during

the month of October of a given year (*i.e.*, between October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards and;
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
- ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
- iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from the Recipient under this award; and
- ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**30. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

**A. Requirement for Registration in the System for Award Management (SAM)**

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

B. Requirement for Data Universal Numbering System (DUNS) Numbers

If the Recipient is authorized to make subawards under this award, the Recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform> ).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the Recipient awards to an eligible subrecipient.
  - b. The term does not include the Recipient's procurement of property and services

needed to carry out the project or program (for further explanation, see Sec. \_\_.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

c. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

5. Subrecipient means an entity that:

a. Receives a subaward from the Recipient under this award; and

b. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

**Intellectual Property Provisions (NRD-1003)**  
**Nonresearch and Development**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, 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.

(c) 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.

(d) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

**U.S. Department of Energy  
 FEDERAL ASSISTANCE REPORTING CHECKLIST  
 AND INSTRUCTIONS FOR RD&D PROJECTS**

<p>1. Identification Number:  DE -EE0006305.0000</p>	<p>2. Program/Project Title:  New England Solar Cost-Reduction Partnership</p>																																						
<p>3. Recipient:  Clean Energy States Alliance, Inc.</p>																																							
<p>4. Reporting Requirements:</p> <p><b>A. MANAGEMENT REPORTING</b></p> <p><input type="checkbox"/> Research Performance Progress Report (RPPR) (RD&amp;D Projects)</p> <p><input checked="" type="checkbox"/> Progress Report (Non-RD&amp;D Projects)</p> <p><input checked="" type="checkbox"/> Special Status Report</p> <p><b>B. SCIENTIFIC/TECHNICAL REPORTING</b>          (Reports/Products must be submitted with appropriate DOE F 241. The 241 forms are available at <a href="http://www.osti.gov/elink">www.osti.gov/elink</a>)</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Report/Product</th> <th style="text-align: left;">Form</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Final Scientific Report</td> <td>DOE F 241.3</td> </tr> <tr> <td><input checked="" type="checkbox"/> Conference papers/proceedings*</td> <td>DOE F 241.3</td> </tr> <tr> <td><input checked="" type="checkbox"/> Software/Manual</td> <td>DOE F 241.4</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other (see special instructions)</td> <td>DOE F 241.3</td> </tr> </tbody> </table> <p><i>* Scientific and technical conferences only</i></p> <p><b>C. FINANCIAL REPORTING</b></p> <p><input checked="" type="checkbox"/> SF-425, Federal Financial Report</p> <p><b>D. CLOSEOUT REPORTING</b></p> <p><input checked="" type="checkbox"/> Patent Certification</p> <p><input checked="" type="checkbox"/> SF-428 &amp; 428B Final Property Report</p> <p><input type="checkbox"/> Other</p> <p><b>E. OTHER REPORTING</b></p> <p><input checked="" type="checkbox"/> Annual Indirect Cost Proposal</p> <p><input type="checkbox"/> Audit of For-Profit Recipients</p> <p><input type="checkbox"/> SF-428 Tangible Personal Property Report Forms Family</p> <p><input checked="" type="checkbox"/> Other</p>	Report/Product	Form	<input type="checkbox"/> Final Scientific Report	DOE F 241.3	<input checked="" type="checkbox"/> Conference papers/proceedings*	DOE F 241.3	<input checked="" type="checkbox"/> Software/Manual	DOE F 241.4	<input checked="" type="checkbox"/> Other (see special instructions)	DOE F 241.3	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Frequency</th> <th>Addresses</th> </tr> </thead> <tbody> <tr> <td>FQ</td> <td><a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></td> </tr> <tr> <td>A</td> <td><a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></td> </tr> <tr> <td>A</td> <td><a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></td> </tr> <tr> <td>A</td> <td><a href="http://www.osti.gov/elink-2413">http://www.osti.gov/elink-2413</a></td> </tr> <tr> <td>A</td> <td><a href="http://www.osti.gov/elink-2413">http://www.osti.gov/elink-2413</a></td> </tr> <tr> <td>A</td> <td><a href="http://www.osti.gov/estsc/241-4pre.jsp">http://www.osti.gov/estsc/241-4pre.jsp</a></td> </tr> <tr> <td>A</td> <td><a href="http://www.osti.gov/elink-2413">http://www.osti.gov/elink-2413</a></td> </tr> <tr> <td>FQ</td> <td><a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></td> </tr> <tr> <td>F</td> <td><a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></td> </tr> <tr> <td>A</td> <td><a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></td> </tr> <tr> <td>A</td> <td><a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a></td> </tr> <tr> <td>Y180</td> <td>See block 5 below for instructions. 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<p><b>FREQUENCY CODES AND DUE DATES:</b></p> <p>A - Within 5 calendar days after events or as specified.</p> <p>F - Final; 90 calendar days after expiration or termination of the award.</p> <p>Y - Yearly; 90 days after the end of the reporting period.</p> <p>S - Semiannually; within 30 days after end of the reporting period.</p>																																							
<p>5. Special Instructions:</p> <p>Annual Indirect Cost Proposal - If DOE is the Cognizant Federal Agency, then the proposal should be sent to <a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>. Otherwise, it should be sent to the Cognizant Federal Agency.</p> <p>Audit of For-Profit Recipients must be sent to 2 different addresses in accordance with the final audit guidance. A copy for the Contracting Officer shall be submitted via <a href="https://www.eere-pmc.energy.gov/SubmitReports.aspx">https://www.eere-pmc.energy.gov/SubmitReports.aspx</a>; a copy must also be e-mailed to the CFO at DOE-Audit-Submission@hq.doe.gov</p> <p><b>SCIENTIFIC/TECHNICAL REPORTING</b>          A final Solar Market Maturity assessment using the Solar Metrics portal is required on the last day of the project period (30 months after project initiation). DOE may also require additional Solar Market Maturity assessments (e.g., corresponding to the end of Budget Period 1 and/or the end of the first project year</p>																																							

## Federal Assistance Reporting Instructions (03/2013)

### A. MANAGEMENT REPORTING

For awards involving RD&D a Research Performance Progress Report is required to be submitted. For all other awards a Progress Report is required to be submitted.

*Either the Research Performance Progress Report (RPPR) or the Progress Report must be checked, but not both.*

#### **Research Performance Progress Report (RPPR)(RD&D Projects)**

See attached document entitled "Research Performance Progress Report" for instructions on what the Recipient is to include in the RPPR.

#### **Progress Report (Non-RD&D Projects)**

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

1. The DOE award and report information:
  - a. The DOE Award Number (as it appears on the award face page)
  - b. Recipient Name (as it appears on the award face page)
  - c. Project Title
  - d. PD/PI Name, Title and Contact Information (e-mail address and phone number)
  - e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
  - f. Project Period (Start Date, End Date)
  - g. Report Submission Date
  - h. Reporting Period Start and End Date
2. A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed description of the variance shall be provided.
3. A discussion of what was accomplished under these goals and objectives established for 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.
4. Cost Status. A comparison of the approved budget by budget period and the actual costs incurred during the reporting period shall be provided. If cost sharing is required, the cost breakdown shall show the DOE share, recipient share, and total costs.

5. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variances. You may use your own project management system to provide this information.
6. Describe any changes during the reporting period in project approach and the reasons for these changes. Remember, significant changes to the project objectives and scope require prior approval by the Contracting Officer.
7. Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them.
8. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement during the reporting period.
9. List and describe 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. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
  - b. Web site or other Internet sites (list the URL) that reflect the results of this project.
  - c. Networks or collaborations fostered.
  - d. Technologies/Techniques (Identify and Describe).
  - e. Inventions/Patent Applications (Identify and Describe with date of application)
  - f. Other products, such as data or databases, physical collections, audio or video, software or NetWare, models, educational aid or curricula, instruments or equipment (Identify and Describe).

### **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 Program Manager identified in Block 15 of the Assistance Agreement Cover page;
  - 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. Materials, such as prints, videos, and books, that are essential to the report but cannot be submitted electronically, should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

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.

## Conference Papers/Proceedings

Content. The recipient must submit a copy of any scientific/technical 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/mlink-2413>. Non-scientific/technical conference papers/proceedings must be sent to the URL listed on the Reporting Checklist.

Electronic Format. Scientific/technical 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. If the proceedings cannot be submitted electronically, they should be sent to the DOE Administrator at the address listed in Block 16 of the Assistance Agreement Cover Page.

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/mlink-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>.

**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 educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination**

with any one or 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.

### **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://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms> under Reporting Forms.

#### **Final Property Report**

See instructions under **SF-428 Tangible Personal Property Report Forms Family** below.

### **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 Recipient's 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 its indirect costs. If the DOE awarding office is the cognizant agency, the Recipient must submit their annual indirect cost proposal to <https://www.eere-pmc.energy.gov/SubmitReports.aspx>.

#### **Audit of For-Profit Recipients**

As required by 10 CFR 600.316, audits must be performed of For-Profit Recipients of financial assistance awards.

For-Profit Audit Guidance Parts I through IV is available to assist For-profit Recipients in complying with the audit requirements of 10 CFR 600.316. This Guidance is posted on the Financial Assistance Forms page of the DOE MA home page under the 'Coverage of Independent Audits' subheading at <http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms>.

Submission: The compliance audit report(s) is due to DOE within six months of the Recipient's fiscal year-end date. The compliance audit report must be submitted, along with audited financial statements (if applicable), to the appropriate DOE Contracting Officer at <https://www.eere-pmc.energy.gov/SubmitReports.aspx> as well as to the DOE Office of the Chief Financial Officer (CFO) at [DOE-Audit-Submission@hq.doe.gov](mailto:DOE-Audit-Submission@hq.doe.gov).

### **SF-428 Tangible Personal Property Report Forms Family**

- **Requirement.** The SF-428 is a forms family consisting of 5 forms: the SF-428, SF-428-A, SF-428-B, SF-428-C, and SF-428S. Fillable versions of the SF-428 forms are available at <http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms>.
- The SF-428 is the cover page and the submitter attaches the appropriate form or forms as listed on the SF-428.
- The SF-428-A is the Annual report, due Oct. 30th of each calendar year.
- The SF-428-B is the Final Award Closeout Report, due 90 calendar days after completion or termination of the award.
- The SF-428-C is the Disposition Report/Request.
- The SF-428S is the supplemental form for the SF-428-A, SF-428-B and SF-428-C.

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 Administrator using the SF-428 and SF-428-A forms at the address on page 1 of this checklist no later than October 30th of each calendar year, to cover an annual reporting period ending on the preceding September 30th. The SF-428 and SF-428-B reports are required 90 calendar days after completion or termination of award to complete the closeout process.

**Content of Inventory.** As required on the SF-428-A and SF-428-S forms, the inventory must include a description of the property, tag number, acquisition date, and acquisition cost, if purchased with project funds. The location of property should be listed under the Comments section. The report must list all federally owned property, including property located at subcontractor's facilities or other locations.

## RESEARCH PERFORMANCE PROGRESS REPORT

### Standard Cover Page Data Elements and Reporting Categories

The standard cover page data elements shown below, as well as mandatory and optional components comprise the complete research performance progress report format.

Each category in the RPPR is a separate reporting component. Each component is marked to indicate if it is optional or mandatory. Mandatory components must be addressed in each report, optional are at your discretion.

If you have nothing significant to report during the reporting period on a question or item, state "Nothing To Report".

#### **1. COVER PAGE DATA ELEMENTS: Mandatory**

- a. Federal Agency and Organization Element to Which Report is Submitted
- b. Federal Grant or Other Identifying Number Assigned by Agency
- c. Project Title
- d. PD/PI Name, Title and Contact Information (e-mail address and phone number)
- e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
- f. Submission Date
- g. DUNS Number
- h. Recipient Organization (Name and Address)
- i. Project/Grant Period (Start Date, End Date)
- j. Reporting Period End Date
- k. Report Term or Frequency (annual, semi-annual, quarterly, other)
- l. Signature of Submitting Official (electronic signatures (i.e., Adobe Acrobat) are acceptable)

#### **2. ACCOMPLISHMENTS: Mandatory**

##### **What was done? What was learned?**

The information provided in this section allows the agency to assess whether satisfactory progress has been made during the reporting period. The PI is reminded that the grantee is required to obtain prior written approval from the Contracting Officer whenever there are significant changes in the project or its direction. Requests for prior written approval must be submitted to the Contracting Officer (submission via Fedconnect is acceptable).

##### **a. What are the major goals of the project?**

List the major goals of the project as stated in the approved application or as approved by the agency. If the application lists milestones/target dates for important activities or phases of the project, identify these dates and show actual completion dates or the percentage of completion. Generally, the goals will not change from one reporting period to the next. However, if the awarding agency approved changes to the goals during the reporting period, list the revised goals and objectives. Also explain any significant changes in approach or methods from the agency approved application or plan.

**b. What was accomplished under these goals?**

For this reporting period describe: 1) major activities; 2) specific objectives; 3) significant results, including major findings, developments, or conclusions (both positive and negative); and 4) key outcomes or other achievements. Include a discussion of stated goals not met. As the project progresses, the emphasis in reporting in this section should shift from reporting activities to reporting accomplishments.

**c. What opportunities for training and professional development has the project provided?**

Describe opportunities for training and professional development provided to anyone who worked on the project or anyone who was involved in the activities supported by the project. "Training" activities are those in which individuals with advanced professional skills and experience assist others in attaining greater proficiency. Training activities may include, for example, courses or one-on-one work with a mentor. "Professional development" activities result in increased knowledge or skill in one's area of expertise and may include workshops, conferences, seminars, study groups, and individual study. Include participation in conferences, workshops, and seminars not listed under major activities.

**d. How have the results been disseminated to communities of interest?**

Describe how the results have been disseminated to communities of interest. Include any outreach activities that have been undertaken to reach members of communities who are not usually aware of these research activities, for the purpose of enhancing public understanding and increasing interest in learning and careers in science, technology, and the humanities.

**e. What do you plan to do during the next reporting period to accomplish the goals?**

Describe briefly what you plan to do during the next reporting period to accomplish the goals and objectives.

**3. PRODUCTS: [Optional/Mandatory]**

**What has the project produced?**

Publications are the characteristic product of research. Agencies evaluate what the publications demonstrate about the excellence and significance of the research and the efficacy with which the results are being communicated to colleagues, potential users, and the public, not the number of publications. Many projects (though not all) develop significant products other than publications. Agencies assess and report both publications and other products to Congress, communities of interest, and the public.

List any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s) or other Internet site(s); technologies or techniques; inventions, patent applications, and/or licenses; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments, or equipment, or any other public release of information related to the project.

**a. Publications, conference papers, and presentations**

Report only the major publication(s) resulting from the work under this award. There is no restriction on the number. However, agencies are interested in only those publications that most reflect the work under this award in the following categories:

**i. Journal publications.** List peer-reviewed articles or papers appearing in scientific, technical, or professional journals. Include any peer-reviewed publication in the periodically published proceedings of a scientific society, a conference, or the like. A publication in the proceedings of a one-time conference, not part of a series, should be reported under "Books or other non-periodical, one-time publications." Identify for each publication: Author(s); title; journal; volume; year; page numbers; status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no).

**ii. Books or other non-periodical, one-time publications.** Report any book, monograph, dissertation, abstract, or the like published as or in a separate publication, rather than a periodical or series. Include any significant publication in the proceedings of a one-time conference or in the report of a one-time study, commission, or the like. Identify for each one-time publication: author(s); title; editor; title of collection, if applicable; bibliographic information; year; type of publication (book, thesis or dissertation, other); status of publication (published; accepted, awaiting publication; submitted, under review; other); acknowledgement of federal support (yes/no).

**iii. Other publications, conference papers and presentations.** Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

**b. Website(s) or other Internet site(s)**

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

**c. Technologies or techniques**

Identify technologies or techniques that have resulted from the research activities. Describe the technologies or techniques and how they are being shared.

**d. Inventions, patent applications, and/or licenses**

Identify inventions, patent applications with date, and/or licenses that have resulted from the research. Submission of this information as part of an interim research performance progress report is not a substitute for any other invention reporting required under the terms and conditions of an award.

**e. Other products**

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Data & Research Material (e.g., cell lines, DNA probes, animal models); and Other.

**4. PARTICIPANTS & OTHER COLLABORATING ORGANIZATIONS:  
[Optional/Mandatory]**

**Who has been involved?**

Agencies need to know who has worked on the project to gauge and report performance in promoting partnerships and collaborations. The following information on participants must be provided:

**a. What individuals have worked on the project?**

Provide the following information for: (1) principal investigator(s)/project director(s) (PIs/PDs); and (2) each person who has worked at least one person month per year on the project during the reporting period, regardless of the source of compensation (a person month equals approximately 160 hours of effort).

Provide the name and identify the role the person played in the project. Do NOT include any other identifying information on individuals. Indicate the nearest whole person month (Calendar, Academic, Summer) that the individual worked on the project. Show the most senior role in which the person has worked on the project for any significant length of time. For example, if an undergraduate student graduates, enters graduate school, and continues to work on the project, show that person as a graduate student, preferably explaining the change in involvement. Describe how this person contributed to the project and with what funding support. If information is unchanged from a previous submission, provide the name only and indicate "no change". Identify whether this person is collaborating internationally. Specifically is the person collaborating with an individual located in a foreign country and whether the person had traveled to the foreign country as part of that collaboration and duration of stay. The foreign country(ies) should be identified.

*Example:*

1. **Name:** Mary Smith
2. **Project Role:** Graduate Student
3. **Nearest person month worked:** 5
4. **Contribution to Project:** Ms. Smith has performed work in the area of combined error-control and constrained coding.
5. **Funding Support:** The Ford Foundation (Complete only if the funding provided from other than this award.)
6. **Collaborated with individual in foreign country:** Yes
7. **Country(ies) of foreign collaborator:** China
8. **Traveled to foreign country:** Yes
9. **If traveled to foreign country(ies), duration of stay:** 5 months

**b. What other organizations have been involved as partners?**

Describe partner organizations – academic institutions, other nonprofits, industrial or commercial firms, state or local governments, schools or school systems, or other organizations (foreign or domestic) – that have been involved with the project. Partner organizations may provide financial or in-kind support, supply facilities or equipment, collaborate in the research, exchange personnel, or otherwise contribute.

Provide the following information for each partnership:

1. Organization Name;
2. Location of Organization: (if foreign location list country)
3. Partner's contribution to the project (identify one or more)
4. Financial support;
5. In-kind support (e.g., partner makes software, computers, equipment, etc., available to project staff);
6. Facilities (e.g., project staff use the partner's facilities for project activities);
7. Collaborative research (e.g., partner's staff work with project staff on the project); and
8. Personnel exchanges (e.g., project staff and/or partner's staff use each other's facilities,

work at each other's site).

9. More detail on partner and contribution (foreign or domestic).

**c. Have other collaborators or contacts been involved?**

Some significant collaborators or contacts within the recipient's organization may not be covered by "What people have worked on the project?" Likewise, some significant collaborators or contacts outside the recipient's organization may not be covered under "What other organizations have been involved as partners?" For example, describe any significant: collaborations with others within the recipient's organization; especially interdepartmental or interdisciplinary collaborations; collaborations or contact with others outside the organization; and collaborations or contacts with others outside the United States or with an international organization. country(ies) of collaborations or contacts.

It is likely that many recipients will have no other collaborators or contacts to report.

**5. IMPACT: [Optional/Mandatory]**

**What is the impact of the project? How has it contributed?**

Over the years, this base of knowledge, techniques, people, and infrastructure is drawn upon again and again for application to commercial technology and the economy, to health and safety, to cost-efficient environmental protection, to the solution of social problems, to numerous other aspects of the public welfare, and to other fields of endeavor.

The taxpaying public and its representatives deserve a periodic assessment to show them how the investments they make benefit the nation. Through this reporting format, and especially this section, recipients provide that assessment and make the case for Federal funding of research and education.

Agencies use this information to assess how their research programs: increase the body of knowledge and techniques; enlarge the pool of people trained to develop that knowledge and techniques or put it to use; and improve the physical, institutional, and information resources that enable those people to get their training and perform their functions.

This component will be used to describe ways in which the work, findings, and specific products of the project have had an impact during this reporting period. Describe distinctive contributions, major accomplishments, innovations, successes, or any change in practice or behavior that has come about as a result of the project relative to: the development of the principal discipline(s) of the project; other disciplines; the development of human resources; physical, institutional, and information resources that form infrastructure; technology transfer (include transfer of results to entities in government or industry, adoption of new practices, or instances where research has led to the initiation of a startup company); or society beyond science and technology.

**a. What is the impact on the development of the principal discipline(s) of the project?**

Describe how findings, results, techniques that were developed or extended, or other products from the project made an impact or are likely to make an impact on the base of knowledge, theory, and research and/or pedagogical methods in the principal disciplinary field(s) of the project. Summarize using language that an intelligent lay audience can understand (*Scientific American* style). How the field or discipline is defined is not as important as covering the impact the work has had on knowledge and technique. Make the best distinction possible, for example, by using a "field" or "discipline", if appropriate, that corresponds with a single academic department (i.e., physics rather than nuclear physics).

**b. What is the impact on other disciplines?**

Describe how the findings, results, or techniques that were developed or improved, or other products from the project made an impact or are likely to make an impact on other disciplines.

**c. What is the impact on the development of human resources?**

Describe how the project made an impact or is likely to make an impact on human resource development in science, engineering, and technology. For example, how has the project: provided opportunities for research and teaching in the relevant fields; improved the performance, skills, or attitudes of members of underrepresented groups that will improve their access to or retention in research, teaching, or other related professions; developed and disseminated new educational materials or provided scholarships; or provided exposure to science and technology for practitioners, teachers, young people, or other members of the public?

**d. What is the impact on physical, institutional, and information resources that form infrastructure?**

Describe ways, if any, in which the project made an impact, or is likely to make an impact, on physical, institutional, and information resources that form infrastructure, including: physical resources such as facilities, laboratories, or instruments; institutional resources (such as establishment or sustenance of societies or organizations); or information resources, electronic means for accessing such resources or for scientific communication, or the like.

**e. What is the impact on technology transfer?**

Describe ways in which the project made an impact, or is likely to make an impact, on commercial technology or public use, including: transfer of results to entities in government or industry; instances where the research has led to the initiation of a start-up company; or adoption of new practices.

**f. What is the impact on society beyond science and technology?**

Describe how results from the project made an impact, or are likely to make an impact, beyond the bounds of science, engineering, and the academic world on areas such as: improving public knowledge, attitudes, skills, and abilities; changing behavior, practices, decision making, policies (including regulatory policies), or social actions; or improving social, economic, civic, or environmental conditions.

**g. What dollar amount of the award's budget is being spent in foreign country(ies)?**

Describe what percentage of the award's budget is being spent in foreign country(ies). If more than one foreign country is involved, identify the distribution between the foreign countries.

**6. CHANGES/PROBLEMS: [Optional/Mandatory]**

The PI is reminded that the grantee is required to obtain prior written approval from the Contracting Officer whenever there are significant changes in the project or its direction. Requests for prior written approval must be submitted to the Contracting Officer (submission via Fedconnect is acceptable). If not previously reported in writing, provide the following additional information, if applicable: Changes in approach and reasons for change; Actual or anticipated problems or delays and actions or plans to resolve them; Changes that have a significant impact on expenditures; Significant changes in use or care of animals, human subjects, and/or biohazards.

**a. Changes in approach and reasons for change**

Describe any changes in approach during the reporting period and reasons for these changes. Remember that significant changes in objectives and scope require prior approval of the agency.

**b. Actual or anticipated problems or delays and actions or plans to resolve them**

Describe problems or delays encountered during the reporting period and actions or plans to resolve them.

**c. Changes that have a significant impact on expenditures**

Describe changes during the reporting period that may have a significant impact on expenditures, for example, delays in hiring staff or favorable developments that enable meeting objectives at less cost than anticipated.

**d. Significant changes in use or care of human subjects, vertebrate animals, and/or Biohazards**

Describe significant deviations, unexpected outcomes, or changes in approved protocols for the use or care of human subjects, vertebrate animals, and/or biohazards during the reporting period. If required, were these changes approved by the applicable institution committee and reported to the agency? Also specify the applicable Institutional Review Board/Institutional Animal Care and Use Committee approval dates.

**e. Change of primary performance site location from that originally proposed**

Identify any change to the primary performance site location identified in the proposal, as originally submitted.

**7. SPECIAL REPORTING REQUIREMENTS: [Optional/Mandatory]**

Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

**8. BUDGETARY INFORMATION: [Optional/Mandatory]**

This component will be used to collect budgetary data from the recipient organization. The information will be used in conducting periodic administrative/budgetary reviews. Budgetary data should be submitted in an Excel spreadsheet format.

**9. PROJECT MANAGEMENT PLAN (PMP) [Optional/Mandatory]**

**Iterations and Maintenance**

The recipient is required to develop, update, and adhere to a project management plan. The purpose of the plan is to establish cost, schedule, and technical performance baselines, and to formalize the processes by which the project will be managed. These processes include considerations such as risk management, change management, and communications management. While it is primarily the project recipient's responsibility to maintain the plan, Federal staff may request changes. The plan is intended to be a living document, modified as necessary, and comprising the following iterations:

**Application Draft**

The recipient must submit a draft of the project management plan with the initial application for financial assistance.

## Negotiation Draft

The selected recipient may be called upon by the selecting Office to revise its project management plan during the negotiation phase.

### Active Plan

Following formal award of the financial assistance agreement, the recipient must submit an updated project management plan, to include any changes requested during negotiation and a timeline based upon the actual award date.

#### a. Revised Plan(s)

During the life of the project the recipient must submit a revised project management plan based on the following circumstances:

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 the program office to respond to questions relating to such events from the public. Specifically, the recipient must update the plan when any of the following incidents occur:
  - a) Any event which is anticipated to cause significant schedule or cost changes, such as changes to the funding and costing profile or changes to the project timeline.
  - b) Any change to Technology Readiness Level.
  - c) Any significant change to risk events (including both potential and realized events) or to risk management strategies.
  - d) Failure to meet a milestone or milestones; any dependencies should be adjusted.
  - e) Any changes to partnerships.
  - f) Any significant change to facilities or other project resources.
  - g) Any other incident that has the potential for high visibility in the media.

#### b. Content of revised PMP:

**Project Title:** The DOE award number and project title

**Recipient Organization:** Official name of the recipient organization

**Principal Investigator:** The name and title of the project director/ principal investigator

**Date of Plan:** The date the plan or plan revision was completed

The revised PMP must describe changes to any of the following sections of the PMP as well as provide updated versions of any logs, tables, charts, or timelines.

1. **Executive Summary:** Provide a description of the project that includes the objective, project goals, and expected results. The description should include a high level description of the technology, potential use or benefit of the technology, location of work sites and a brief discussion of work performed at each site, along with a description of project phases (if the project includes phases).
2. **Technology Readiness Levels (TRLs):** Identify the readiness level of the technology associated with the project as well as the planned progression during the course of project execution. A detailed explanation of the rationale for the estimated technology readiness level should be provided. Specific entry criteria for the next higher technology readiness level should be identified. The following definitions apply:

a) TRL-1. Basic principles observed and reported: Scientific problem or phenomenon identified. Essential characteristics and behaviors of systems and architectures are identified using mathematical formulations or algorithms. The observation of basic scientific principles or phenomena has been validated through peer-reviewed research. Technology is ready to transition from scientific research to applied research.

b) TRL-2. Technology concept and/or application formulated: Applied research activity. Theory and scientific principles are focused on specific application areas to define the concept. Characteristics of the application are described. Analytical tools are developed for simulation or analysis of the application.

c) TRL-3. Analytical and experimental critical function and/or characteristic proof of concept: Proof of concept validation has been achieved at this level. Experimental research and development is initiated with analytical and laboratory studies. System/integrated process requirements for the overall system application are well known. Demonstration of technical feasibility using immature prototype implementations are exercised with representative interface inputs to include electrical, mechanical, or controlling elements to validate predictions.

d) TRL-4. Component and/or process validation in laboratory environment- Alpha prototype (component) Standalone prototyping implementation and testing in laboratory environment demonstrates the concept. Integration and testing of component technology elements are sufficient to validate feasibility.

e) TRL-5. Component and/or process validation in relevant environment- Beta prototype (component): Thorough prototype testing of the component/process in relevant environment to the end user is performed. Basic technology elements are integrated with reasonably realistic supporting elements based on available technologies. Prototyping implementations conform to the target environment and interfaces.

f) TRL-6. System/process model or prototype demonstration in a relevant environment- Beta prototype (system): Prototyping implementations are partially integrated with existing systems. Engineering feasibility fully demonstrated in actual or high fidelity system applications in an environment relevant to the end user.

g) TRL-7. System/process prototype demonstration in an operational environment- Integrated pilot (system): System prototyping demonstration in operational environment. System is at or near full scale (pilot or engineering scale) of the operational system, with most functions available for demonstration and test. The system, component, or process is integrated with collateral and ancillary systems in a near production quality prototype.

h) TRL-8. Actual system/process completed and qualified through test and demonstration- Pre-commercial demonstration: End of system development. Full-scale system is fully integrated into operational environment with fully operational hardware and software systems. All functionality is tested in simulated and operational scenarios with demonstrated achievement of end-user specifications. Technology is ready to move from development to commercialization.

3. **Risk Management:** Provide a summary description of the proposed approach to identify, analyze, and respond to potential risks associated with the proposed project. Project risk events are uncertain future events that, if realized, impact the success of the project. At a minimum, include the initial identification of significant technical, resource, and management issues that have the potential to impede project progress and strategies to minimize impacts from those issues. The risk management approach should be tailored to the TRL. If a project or task is expected to progress to a higher TRL, then the risk plan should address the retirement of any risks associated with the first TRL and identify new risks related to moving to the next TRL. Additionally, the risk management approach should include risk opportunities that if realized, could benefit the project.

4. **Milestone Log:** Provide milestones for each budget period (or phase) of the project. Each milestone should include a title and planned completion date. Milestones should be quantitative (e.g., a date, a decision to be made, a key event) and show progress toward budget period and/or project goals. Milestones should also be important and few. Higher TRL projects (Demonstration and Deployment) typically have the most detailed milestone logs compared to lower TRL level projects (Research and Development). If applicable, milestones chosen should clearly reflect progress through various TRL stages.

Note: The Milestone Status must present actual performance in comparison with the Milestone Log, and include:

- (a) the actual status and progress of the project,
- (b) specific progress made toward achieving the project's milestones, and,
- (c) any proposed changes in the project's schedule required to complete milestones.

5. **Funding and Costing Profile:** Provide a table (the Project Funding Profile) that shows, by budget period, the amount of government funding going to each project team member. Also a table (the Project Costing Profile) which projects, by month, the expenditure of both government and recipient funds for the first budget period, at a minimum. The Funding and Costing Profile should show the relationships with the Milestone Log (Item 4 above) and Project Timeline (Item 6 below); for example, Funding and Costing information could be shown as an overlay on milestone or timeline charts.
6. **Project Timeline:** Provide a timeline of the project (similar to a Gantt chart) broken down by each task and subtask, as described in the Statement of Project Objectives. The timeline should include a start date and end date for each task, as well as interim milestones. The timeline should also show interdependencies between tasks and include the milestones that are identified in the Milestone Log (Item 4 above). The timeline should also show the relationship to the Project Costing Profile (Item 5 above). If applicable, the timeline should include activities and milestones related to achieving succeeding TRLs.
7. **Success Criteria at Decision Points:** Provide well-defined success criteria for each decision point in the project, including go/no-go decision points and the conclusions of budget periods and the entire project. The success criteria should be objective and stated in terms of specific, measurable, and repeatable data. Usually, the success criteria pertain to desirable outcomes, results, and observations from the project. Key milestones can be associated with success criterion. If applicable, the success criteria should include exit criteria for progressing from one TRL to the next.
8. **Key Partnerships, Teaming Arrangements and Team Members:** Provide a list of key team members in the project as well as the role and contact information of each. A hierarchical project organization and structure chart should be provided along with a description of the role and responsibilities of each team member in terms of contribution to project scope. The section should also include key team members who fulfill single or multiple roles within a project as well as the contact information for each.
9. **Facilities and Resources:** Provide a list of project locations along with a discussion of capabilities and activities performed at each site in terms of contribution to project scope. The address of each work site should be provided.

10. **Communications Management:** Describe the communications needs and expectations for the project team members. The communications plan may be simple or detailed, depending on the complexity of the project. At a minimum, the plan should include contact information, methods of communicating and anticipated frequency.
11. **Change Management:** Provide a description of the process for managing change on the project. Describe how change will be monitored, controlled and documented within the project. This includes, but is not limited to, changes to the Scope, Schedule, and Budget. If applicable, Change Management should include assessing how changes impact TRLs.

**Intellectual Property Provisions (NRD-1003)  
Nonresearch and Development**

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, 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.

(c) 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.

(d) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

**ASSISTANCE AGREEMENT**

1. Award No. DE-EE0006305		2. Modification No.		3. Effective Date 09/30/2013		4. CFDA No. 81.117	
5. Awarded To CLEAN ENERGY STATES ALLIANCE, INC. Attn: MARIA BLAIS SUITE 1 MONTPELIER VT 056022927				6. Sponsoring Office Energy Efficcy & Renewable Energy			7. Period of Performance 09/30/2013 through 03/31/2015
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other		9. Authority EPAct 2005			10. Purchase Request or Funding Document No. 13EE003787		
11. Remittance Address CLEAN ENERGY STATES ALLIANCE, INC. Attn: MARIA BLAIS SUITE 1 MONTPELIER VT 056022927				12. Total Amount Govt. Share: \$1,500,000.00  Cost Share : \$375,000.00  Total : \$1,875,000.00		13. Funds Obligated This action: \$1,500,000.00  Total : \$1,500,000.00	
14. Principal Investigator Warren Leon Phone: 978-317-4559		15. Program Manager Rose Marie S. Holsing Phone: 202-287-1793			16. Administrator Golden Field Office U.S. Department of Energy Golden Field Office 1617 Cole Blvd. Golden CO 80401-3393		
17. Submit Payment Requests To			18. Paying Office		19. Submit Reports To See Attachment #2		
20. Accounting and Appropriation Data 03601							
21. Research Title and/or Description of Project NEW ENGLAND SOLAR COST-REDUCTION PARTNERSHIP							
For the Recipient				For the United States of America			
22. Signature of Person Authorized to Sign				25. Signature of Grants/Agreements Officer  Signature on File			
23. Name and Title		24. Date Signed		26. Name of Officer Michael A. Schledorn		27. Date Signed 09/17/2013	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EE0006305

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NAME OF OFFEROR OR CONTRACTOR  
CLEAN ENERGY STATES ALLIANCE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 786706650</p> <p>In addition to this Assistance Agreement, this award consists of the items listed in the Special Terms and Conditions, Provision 2, "Award Agreement Terms and Conditions."</p> <p>The Project Period for this award is 09/30/2013 through 03/31/2016 consisting of the following Budget Periods:</p> <p>Budget Period 1: 09/30/2013 to 03/31/2015 Budget Period 2: 04/01/2015 to 03/31/2016</p> <p>In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period.</p> <p>Additional future DOE funding and additional budget periods are not contemplated under this award. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority.</p> <p>The Special Terms and Conditions for this award contain specific funding restrictions. Please review the applicable terms for procedures required to lift the restrictions.</p> <p>DOE Award Administrator: Fania Gordon E-mail: fania.gordon@go.doe.gov Phone: 720-356-1546</p> <p>DOE Project Officer: Rose Marie Holsing E-mail: rosemarie.holsing@ee.doe.gov Phone: 202-287-1793</p> <p>Recipient Business Officer: Anthony Vargo E-mail: tony@cleanegroup.org Phone: 802-223-2554 x214</p> <p>Recipient Principal Investigator: Warren Leon E-mail: wleon@cleanegroup.org Phone: 978-317-4559</p> <p>Continued ...</p>				

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED

DE-EE0006305

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NAME OF OFFEROR OR CONTRACTOR

CLEAN ENERGY STATES ALLIANCE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>"Electronic signature or signatures as used in this document means a method of signing an electronic message that--</p> <p>(A) Identifies and authenticates a particular person as the source of the electronic message;</p> <p>(B) Indicates such person's approval of the information contained in the electronic message; and,</p> <p>(C) Submission via FedConnect constitutes electronically signed documents."</p> <p>ASAP: YES Extent Competed: COMPETED Davis-Bacon Act: NO</p> <p>Fund: 05450 Appr Year: 2013 Allottee: 31 Report Entity: 200835 Object Class: 41100 Program: 1005622 Project: 0000000 WFO: 0000000 Local Use: 0000000</p>				