

**Sample Other Transaction Agreements for DE-FOA-
0003612**



Genesis Mission

The Genesis Mission: Transforming Science and Energy with AI

Contents

- Genesis Mission Other Transaction Agreement – Milestones
- Genesis Mission Other Transaction Agreement – Reimbursement
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Each OT agreement will DOE will be comprised of:

- 1 Other Transaction Agreement (Milestones or Reimbursement);
- 1 Appendix I (Milestone or Technical Objectives) to be negotiated;
- 1 Patent Rights Appendix II (401.14 or Simplified);
- and 1 Data Rights Appendix III (Open or Proprietary).

The application team will also be expected to negotiate a Project Agreement amongst their team, which may include:

- a Data Use Agreement; and/or an AI Bridge agreement
- (for use with DOE/NNSA labs).

Editable Word versions of these documents will be shared during award negotiation.

Posted on Thursday, July 2, 2026

**OTHER TRANSACTION AGREEMENT FOR
DE-FOA-0003612**



**THE GENESIS MISSION: TRANSFORMING
SCIENCE AND ENERGY WITH AI**

OTHER TRANSACTION AGREEMENT FOR ADVANCING THE GENESIS MISSION
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
[AWARDEE ENTITY NAME]

The Genesis Mission is a historic national effort to catalyze new industries, create high-skill jobs, and usher a new golden era of American discovery through artificial intelligence (AI) innovation. Under the leadership of the United States Department of Energy (DOE or Agency) and the White House Office of Science and Technology Policy, and in partnership with industry, academia, and the National Laboratories, the Genesis Mission will build the American Science and Security Platform to combine supercomputing, AI, next-generation quantum systems, and America’s most advanced scientific instruments into a single, integrated engine of discovery that leverages the singular scientific datasets and expertise of the DOE and National Nuclear Security Administration (NNSA) Laboratory complex. The Genesis Mission is designed to ensure that the United States leads in AI-enabled scientific discovery, energy innovation, and national security capabilities.

This Genesis Mission Funding Agreement (“Agreement”) is made and entered into as of the Effective Date by and between the United States Department of Energy (DOE), an agency of the United States Government (Government), and [Awardee Entity Name] (Awardee)(collectively the Parties), a [type of entity] organized and existing under the laws of [place of incorporation or organization]. Further operational and technical details for the Awardee’s collaboration, including with DOE/NNSA National Laboratories, will be governed by a Project Agreement, including allocation of intellectual property between the collaborating parties.

NOW, THEREFORE, in consideration of the foregoing and for the mutual promises hereinafter set forth, the Parties agree as follows:

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The following is intended to be understood using the definitions defined in Section IX.

SECTION I: Purpose and Scope of Work

Article 1.1: Purpose and Scope of Work

The purpose of this Agreement is to establish a public-private partnership that advances the Genesis Mission's core objectives: to accelerate breakthroughs in energy dominance, discovery science, and national security through the development and deployment of self-improving AI models and integrated scientific workflows. By combining DOE/NNSA's unique data assets and research infrastructure with the agile development practices and specialized expertise of private industry, this partnership will drive innovation at scale and speed, directly supporting the nation's strategic goals.

Through this Agreement, the Awardee will conduct research and development activities aligned with the Schedule of Payments & Payable Milestones (Appendix 1) set forth herein, contributing to the creation of the American Science and Security Platform. The outcomes of this partnership are intended to double U.S. research and development productivity within a decade, strengthen U.S. competitiveness, and ensure that America leads in AI-enabled scientific discovery, energy innovation, and national security capabilities.

This Agreement reflects the urgency and ambition of the Genesis Mission: to move with speed and purpose, uniting government, industry, and academia in a coordinated national effort that will fundamentally transform how science and engineering are conducted for the benefit of the American people.

Authorization and funding for subsequent Milestones will be contingent upon DOE approval that Milestone completion criteria have been met and the availability of funding to continue work under this Agreement.

Article 1.2: Period of Performance

This Agreement governs the performance of the Milestones.

The Awardee shall commence performance of this Agreement in accordance with the Agreement articles on the Effective Date and continue until the completion or upon expiration of the deadline, i.e., "Quarter Due (from project start)" for all the Milestones, unless otherwise agreed upon by the parties in writing. Additionally, DOE may terminate the agreement upon a failure to achieve a milestone by such deadline. The completion date for this Agreement is [TBD]. At the end of 6 months, the Awardee will undergo a go / no-go review, per the Request for Applications (RFA). This date may be extended by written mutual agreement of the Parties.

Article 1.3: Financial Obligation

A. Obligation

The total estimated cost/price for this Agreement, including both DOE and non-DOE funding, is \$XXXX. This includes the DOE cost share of \$XXXX.

DOE's liability to make Milestone Payments is limited to only those funds detailed in this Agreement and the availability of appropriated funding to continue work under this Agreement.

B. Cost-Share

If applicable, the Awardee must provide the "Awardee Cost Share" identified for each Milestone. The cost share must:

- i. Be verifiable when the application is submitted.
- ii. Be cash, cash equivalents, or in-kind contributions.
- iii. Come from non-federal sources (unless otherwise allowed by law), such as project participants, state or local governments, or other third-party financing.

Unless otherwise agreed upon before completion of Milestone 1, the Cost Share must comply with the federal regulations set forth in 2 C.F.R. §§ 930.125 and 910.130, and the cost principles and financial management standards set forth in 2 C.F.R. §§ 930.130, 930.205, and 930.210.

C. Payment for Milestones

- i. Milestone Payment may only be requested after DOE has notified the Awardee of its acceptance of the Milestone deliverable, received all reports required in Appendix IV and verified that the Milestone completion criteria have been met. DOE will provide payment for the completed Milestone within 30 calendar days of receipt of a Milestone payment request submitted in accordance with the paragraphs below. Only the Awardee may submit payment requests to DOE. Subawardees may not submit payment requests directly to DOE.
- ii. Milestone Payment Request Submittal. The Awardee is required to submit payment requests electronically through DOE's Oak Ridge Financial Service Center Vendor Inquiry Payment Electronic Reporting System (VIPERS). To access and use VIPERS, they are required to enroll and login to the VIPERS website (<https://vipers.doe.gov/> or <https://vipers.doe.gov/RequestAccess.aspx>). DOE will disburse payments under this Agreement through the Automated Clearing House (ACH) VIPERS. The Awardee may check the status of its payments at the VIPERS website. All payments are made by electronic funds transfer to the bank account

identified on the ACH Vendor / Miscellaneous Payment Enrollment Form (SF 3881) filed by the Awardee.

- iii. The Awardee shall submit a Payable Milestone Report to document completion of Payable Milestones, along with a draft invoice for the corresponding payment amounts. The reports shall be sufficient for the DOE Technical Representative to reasonably verify the accomplishment of the relevant milestone(s) identified in Appendix I. The awardee shall provide include an Invention Certification (available at <https://science.osti.gov/-/media/occ/pdf/Invention-Certification.pdf>) including a listings of all Subject Inventions with its invoice.
- iv. Before any payment is submitted, the Awardee shall provide a disclosure of each Subject Invention and a properly executed Invention Certification as required by Appendix IV.

SECTION II: Authority to Enter into the Agreement

Article 2.1: Authority

This is a research, development, and/or demonstration agreement entered into pursuant to DOE's Other Transaction (OT) Authorities, including 42 U.S.C. § 7256(a), (g).¹ This Agreement between DOE and Awardee is a transaction other than a procurement, grant, cooperative agreement, or loan. Accordingly, only those articles, provisions and requirements set forth in this Agreement and any other articles, provisions and requirements prescribed by law and regulations for other transaction agreements under DOE's OT Authorities, including 42 U.S.C. § 7256(a), (g),² some of which are expressly incorporated herein by reference, apply to this Agreement.

This Agreement is valid only if it is in writing and is signed, including electronically, by the Agreement Officer (AO) and by the Awardee's authorized representative.

SECTION III: General

Article 3.1: Agreement

This agreement consists of the Agreement cover page, these articles, plus the following Appendices:

<u>No.</u>	<u>Title</u>
1	Schedule of Payments and Payable Milestones
2	Patent Rights
3	Data Rights
4	Reporting Checklist and Instructions

¹ 2 C.F.R. § 930.

² 2 C.F.R. § 930.

Article 3.2: Order of Precedence

In the event of any inconsistency between these articles and the Appendices, the inconsistency shall be resolved by giving precedence in the following order: (1) Articles; (2) Appendix I, Schedule of Payments and Payable Milestones; (3) Appendix IV, Reporting Checklist and Instructions; (3) Appendix III, Data Rights; and (4) Appendix II, Patent Rights.

Article 3.3: National Policy Assurances

Awardee acknowledges that it is subject to all relevant U.S. Laws and implementing regulations/ Executives Orders, in particular:

- A. Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d and 2000e, respectively, (prohibiting discrimination based on race, color, religion, sex, and national origin)
- B. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et. seq. (prohibits employment discrimination against persons 40 years of age or older)
- C. The Americans with Disabilities Act, 42 U.S.C. § 12101 et. seq. (prohibits unjustified discrimination based on disability)
- D. The Clean Water Act, 33 U.S.C. § 1251 et. seq.
- E. The Clean Air Act, 42 U.S.C. § 7401 et. seq.
- F. The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et. seq. (promotes safe and healthful working conditions)
- G. Executive Order No. 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, 66 FR 49079
- H. The National Environmental Policy Act, 42 U.S.C. § 4321 et seq.

SECTION IV: Intellectual Property**Article 4.1: Intellectual Property Warranty**

The Awardee represents and warrants, to the best of its knowledge and after reasonable diligence, that all Data and AI Artifacts used, provided, or delivered under this Agreement: (a) do not infringe any third-party intellectual property rights; and (b) are subject to rights sufficient for the Awardee to use, deliver, and authorize all required uses under this Agreement. This warranty shall be ongoing during the term of the Agreement.

Article 4.2: Intellectual Property Rights

Intellectual Property Rights are governed by the provisions of Appendix II – Patent Rights and Appendix III – Data Rights.

SECTION V: Research, Technology and Economic Security (RTES)**Article 5.1: Foreign Entity Participation**

A Foreign Entity is not eligible to participate as either an Awardee or Subawardee. In limited circumstances DOE may approve a waiver to allow a foreign entity to participate.

Article 5.2: Prohibition on Incorporation in or Ownership or Control by Foreign Countries of Concern

Throughout the life of the Agreement, the Awardee, parent company, and project team members shall not be solely incorporated in, or owned or controlled by, or subject to the direction of a Foreign Country of Concern. If there is a change in ownership or control that increases foreign ownership or control by Foreign Country of Concern or a change that effectively makes the entity subject to the direction of a Foreign Country of Concern, the Awardee must immediately alert the AO.

Article 5.3: Entity of Concern Prohibition

No Entity of Concern as defined in [Section 10114 of Public Law 117-167 \(42 USC 18912\)](#) may participate in the performance of the Milestones.

Article 5.4: Malign Foreign Talent Recruitment Program Prohibition

Individuals participating in a Malign Foreign Talent Recruitment Program, as defined in Section 10638(4) of P.L. 117-167 (42 USC 19237(4), 19232), are prohibited from participating in the performance of the Milestones.

Article 5.5: Due Diligence Reviews and Disclosures

The Agreement is subject to a post-selection and ongoing research, technology, and economic security risk review and monitoring to identify potential risks of undue foreign influence. As part of the review, the Awardee must cooperate with DOE requests for information, including the following required disclosures and certifications for all covered individuals listed on the application and entities which must be updated within fifteen (15) business days of any changes except advanced notice to DOE must be given for changes relating to a Foreign Country of Concern: DOE [Common Form for Current and Pending \(Other\) Support](#) (42 USC 6605) including a Malign Foreign Talent Recruitment Program certification (see RFA), DOE Common Form for Biosketch (NSPM-33), and Transparency of Foreign Connections Transparency of Foreign Connections | Department of Energy (NSPM-33). New covered individuals listed on the application and entities added during the term of the Agreement must provide the disclosures

above and receive DOE approval before participating. DOE may share information regarding the risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

In the event an RTES risk is identified, or the required disclosures, certifications, or updates, are not submitted, or there is non-compliance with any provision of this Section V, DOE may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the performance of this Agreement, or implementing other controls such as data access restrictions, enhanced monitoring, or project scope adjustments, as determined necessary by DOE to safeguard national security and economic interests. If significant risks are identified and cannot be sufficiently mitigated, DOE may withhold or recapture a Milestone Payment or terminate the OT Agreement.

DOE's decision regarding a due diligence review is not appealable.

Article 5.6: Performance of Work in the United States

All work performed under DOE agreements must be performed in the United States unless the DOE AO grants a written waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Awardee should make every effort to purchase supplies and equipment within the United States. The Awardee must flow down this requirement to its subawardees and subcontractors. The Awardee is responsible should any work under this agreement be performed outside the United States, absent a waiver, regardless if the work is performed by the Awardee, subawardees, subcontractors or other project partners. 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 Awardee must submit a written waiver request to the DOE AO.

Article 5.7: Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this agreement should be American-made.

Article 5.8: Conflicts of Interest

The Awardee shall adopt and maintain a conflict of interest policy³ under this Agreement, which shall be provided to DOE upon request. This conflict of interest policy shall address both individual conflicts of interest as related to Key Personnel and Organizational Conflicts of Interest, including but not limited to financial conflicts of interest (FCOI) (i.e., managed and unmanaged/unmanageable).

³ See <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>

The Awardee shall disclose in writing to the AO any potential or actual Conflict of Interest as soon as reasonably practical after discovery thereof. The Awardee and the DOE shall jointly develop a mitigation plan to address Conflicts of Interest as they arise.

Article 5.9: Annual List of Personnel

The awardee shall submit an updated list of all personnel working on the project on an annual basis to the DOE AO.

SECTION VI: Reporting Requirements and Approvals

Article 6.1: Reporting Requirements

- A. General Requirements. The Awardee must submit reports in accordance with the Reporting Checklist and Instructions in Appendix IV.
- B. Dissemination of scientific/technical reporting products. Reporting project results in scientific and technical information (STI) publications/products to the DOE Office of Scientific and Technical Information (OSTI) ensures dissemination of research results to the public as well as preservation of the results. The DOE form F 4600.2, B. Scientific/Technical Reporting, has instructions for the DOE Energy Link (E-Link) system managed by OSTI. Scientific/technical reports and other STI products submitted under this agreement will be disseminated publicly on the Web via [OSTI.GOV](https://www.osti.gov), unless the STI contains patentable material, protected data, or SBIR/STTR data, which must be indicated per instructions in DOE F 4600.2.
- C. Restrictions. Reports submitted to the DOE via E-link must not contain any Protected Personally Identifiable Information (PII), classified information, information subject to export control classification, or other information not subject to release.

Article 6.2: Milestones- Review, Acceptance or Rejection of Milestones

- A. The Awardee shall be responsible for the on-time delivery and satisfactory completion of all Milestones. Unless otherwise specified by the AO, in writing, in advance of the deadline, all documents, including reports, are to be furnished to the DOE via email to the AO.
- B. DOE shall accept or reject delivered Milestones as promptly as practicable after delivery, unless otherwise specified in the Agreement. DOE shall determine adequacy of each deliverable promptly and will notify the Awardee in writing of the acceptance or rejection of the deliverable within ten (10) business days. DOE's failure to review and accept or reject the work shall not relieve the Awardee from responsibilities under this Agreement, nor create liability for the Government. Acceptance will not be unreasonably withheld or delayed.

- C. If DOE rejects the deliverable, the notice of rejection will provide the Awardee a specific description of the identified nonconformity. The Awardee will have the opportunity to cure under a timeline agreed to by the Awardee and the AO.

SECTION VII: Modifications, Disputes, Termination, and Assignment

Article 7.1: Modifications

Proposals for modifications will be documented in writing and submitted by the Awardee to the AO, or by DOE to the Awardee. Parties may request the technical, schedule, and financial impact of the proposed modification as appropriate.

Any modification, including changes to the Milestones, to this Agreement shall be executed in writing and signed by an authorized representative of DOE and the Awardee. The DOE is not obligated to pay for costs related to modifications. Further, the Awardee is not obligated to accomplish work prior to mutual agreement between the AO and the Awardee and performs work at risk of not being compensated without mutual agreement, in writing.

For minor or administrative modifications (e.g., changes to the paying office or appropriation data), Awardee approval is not required, unless Awardee timely objects, in writing, to such a proposed minor or administrative modification. In the event of any objection, the modification must be bilaterally executed.

Article 7.2: Disputes

- A. A party that believes there is a dispute about an issue under this Agreement will submit to the other party, via email with receipt acknowledged by the other party, a summary of the dispute. Disputes will be raised by the Awardee to the AO or by the AO to the Awardee point of contact. The AO and awardee will work together to resolve issues or disputes, including using any alternative dispute mechanisms to the maximum extent practicable. Informal resolution, including resolution through an alternative dispute resolution mechanism, will be preferred over formal procedures, to the extent practicable.
- B. DOE Final Determination. If a dispute is not resolved informally between the DOE AO and the Awardee, DOE shall provide a written determination signed by the AO, setting forth DOE's final disposition of such dispute. The determination will include a summary of the dispute and the factual, legal, and if appropriate, policy reasons for DOE's disposition of the dispute.
- C. Right of Appeal:
 - i. The final determination under this Article may only be appealed to the cognizant Senior Procurement Executive (SPE), as defined by 41 U.S.C. 1702(c) for the following actions:

- a. A DOE determination that the awardee has failed to comply with the applicable requirements of the Agreement;
 - b. termination of an agreement, in whole or in part, by DOE;
 - c. the application of DOE of an indirect cost rate; and
 - d. DOE disallowance of costs.
- ii. The appeal must be received by DOE within 90 days of receipt of the final determination. The mailing address for the DOE SPE is 1000 Independence Ave., SW., Washington DC 20585.
 - iii. In reviewing disputes authorized under this article, the SPE will be bound by the applicable law, statutes, and rules, including the requirements of this Article, and by the articles of this Agreement.
 - iv. The decision of the SPE shall be the final decision of DOE.

Article 7.3: Termination

- A. Noncompliance. In the event the Awardee failed to comply with the articles of this Agreement, the AO shall give written notice to the Awardee to comply, including the factual and legal basis for the determination of noncompliance, the corrective actions, and the date by which they must be taken (not less than 30 days), and which of the actions authorized under 2 CFR § 930.345(a) DOE may take if the Awardee does not achieve compliance within the time specified in the written notice. Failure to comply may result in termination of this Agreement;
- B. The Parties may mutually agree to terminate in whole or in part this Agreement by providing at least 30 days advance written notice to the other party, provided such notice is preceded by consultation between the Awardee and DOE and a reasonable determination by either party that this Agreement will not produce beneficial results commensurate with the expenditure of resources. Awardee and DOE will negotiate the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. If either the Awardee or the DOE determines in the case of partial termination that the reduced or modified portion of the Agreement will not accomplish its intended purpose, the Agreement may be terminated in its entirety;
- C. DOE may terminate the agreement in whole or in part if the Awardee materially fails to comply with the article or articles of an agreement, whether stated in a Federal statute, regulation, assurance, application, plan, or the notice of agreement fails to comply with the articles and requirements of the Agreement. DOE shall promptly provide Awardee with a Cure Notice identifying the Material Breach. Within ten (10) days after receipt of the Cure Notice, Awardee shall respond in writing to the Cure Notice and provide DOE with a Cure Plan;

- D. DOE may terminate the agreement if the Awardee files a bankruptcy petition that is not dismissed within ten (10) business days, the Awardee is adjudicated bankrupt or is otherwise insolvent, or the Awardee ceases to do business or otherwise terminates its business operations; and
- E. DOE may terminate the agreement if the Awardee fails to achieve a Milestone within the time period specified in the Milestones.
- F. Either party may terminate without cause upon thirty (30) days written notice to the other party. If DOE terminates without cause, the Awardee shall submit an invoice to DOE based on the prorated fixed price for any remaining Milestone and such proration will be based on effort expended from the last Milestone payment up to the point of termination. The AO, in their discretion, will determine if and how much of an appropriate prorated payment is warranted. Awardee acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.
- G. In the event of termination, DOE and the Awardee shall meet to affect an orderly termination of any ongoing or planned activities, if applicable. In no case will the Government be liable for expenses or other financial obligations of the Awardee incurred due to early termination.
- H. In the event this Agreement is terminated for any reason under this Article, DOE has the right to unilaterally not pay for funding not yet disbursed pursuant to the Milestones in Appendix I. Mutual termination does not impose any requirement that DOE pay in whole or part for milestones not achieved.
- I. In the event of any termination by DOE, neither DOE nor the Awardee shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the other Party, its contractors, subcontractors, or customers as a result of any termination of this Agreement. DOE's or the Awardee's liability for any damages under this Agreement is limited solely to direct damages, incurred by the other Party, as a result of any termination of this Agreement subject to mitigation of such damages by the complaining party. However, in no instance shall DOE's liability for termination exceed the total amount due under the milestone towards which the Awardee is currently working under this Agreement.

Article 7.4 Assignment

Neither this Agreement nor any interest arising under it will be assigned by the Awardee or DOE without the express written consent of the other party.

SECTION VIII: Miscellaneous

Article 8.1: Export Control

Awardee is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under this Agreement. The Awardee must immediately report to DOE any export control violations related to this Agreement and provide the corrective action(s) to prevent future violations.

Article 8.2: Communication

- A. Administration. Unless otherwise provided in this Agreement, approvals permitted or required to be made by DOE, or any other document that binds the government, may be made only by the DOE AO who has a warrant including the award of Other Transaction Agreements. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the Parties:

DOE Agreements Officer: Name, Phone, Email

DOE Grants and Agreements Specialist: Name, Phone, Email

DOE Patent Counsel: XXXX

Awardee Point of Contact: Name, Phone, Email

Additional Awardee POCs: [Provide Position Title, Name, Phone, and Email as needed]

- B. Technical and Milestone Deliverables. Technical matters and milestone deliverable matters under this Agreement shall be referred to the following representative:

DOE Technical Representative: Name, Phone, Email

- C. Change of Designated Representative. Each party may change its representatives named in this Article by written notification to the other party.

Article 8.3: Closeout

Upon Agreement completion or termination, the AO must close out the Agreement in accordance with the Federal-Wide Research Terms and Conditions and DOE Standard Research Terms and Conditions Agency Specific Requirements, Financial Assistance Handbook Chapter 30A - Closeout of Financial Assistance Instruments, 2 CFR § 930, and the DOE Office of Scientific and Technical Information (OSTI) E-Link website (<https://www.osti.gov/elink/>), including ensuring all deliverables have been accepted and any audits completed. The Awardee agrees to provide DOE all relevant documents requested to closeout this Agreement.

Article 8.4: Resolution of Conflicting Conditions

Any apparent inconsistency between Federal statutes and regulations and the articles contained

in this Agreement must be referred to the AO for guidance.

Article 8.5: Suspension and Debarment

The Awardee shall not contract with entities that are currently listed on the System for Award Management as suspended or debarred in support of this Agreement. In accordance with Executive Orders 12549 and 12689, the regulations at 2 CFR part 180, Guidance for Governmentwide Debarment and Suspension (Non procurement) are applicable to this Agreement.

Article 8.6: Inspector General

- A. The Awardee is required to provide any information, documents, site access, or other assistance requested by DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office, Defense Contracting Audit Agency, United States Digital Service, Department of Government Efficiency) for work related to this Agreement. Single Audits are not required under this Agreement.
- B. In the event that the Awardee has Federal funding from another Federal agency or entity, in accordance with 42 U.S.C. § 7137, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to and the right to examine any books, documents, papers, records, or other recorded information of the Awardee of Federal funds or assistance under this Agreement, including contracts between the Awardee and other entities.

Article 8.7: System for Award Management and Universal Identifier Requirements

- A. Requirement for Registration in the System for Award Management (SAM). Awardee must maintain the currency of its information in SAM until it submits the final financial report required under this agreement or receives the final payment, whichever is later. This requires that Awardee review and update the information at least annually after the initial registration, and more frequently if required by changes in information or another agreement article.
- B. Requirement for Universal Entity Identifier (UEI) Numbers. If Awardee is authorized to make subawards under this agreement, Awardee:
 - i. Must notify potential subawardees that no entity (see definition in paragraph C of this article) may receive a subaward from Awardee unless the entity has provided its UEI number to you.
 - ii. May not make a subaward to an entity unless the entity has provided its UEI number to Awardee.
- C. Definitions. For purposes of this article:

- i. SAM means the Federal repository into which an entity must provide information required for the conduct of business as a Awardee. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- ii. A UEI means a number that identifies your entity registration in SAM.gov. This identifier is assigned by SAM.gov and used in other federal award systems. The Office of Management and Budget (OMB) requires the Unique Entity ID to be used across federal systems, governmentwide, for federal award purposes.
- iii. Entity means all of the following:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization; and
 - 5. A Federal agency, but only as a subawardee under an agreement or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which Awardee received this agreement and that Awardee awards to an eligible subawardee.
 - 2. The term does not include Awardee's procurement of property and services needed to carry out the project or program.
 - 3. A subaward may be provided through any legal agreement, including an agreement that Awardee considers a contract.
- v. Subawardee means an entity that:
 - 1. Receives a subaward from Awardee under this agreement; and
 - 2. Is accountable to Awardee for the use of the Federal funds provided by the subaward.

Article 8.8: Insolvency, Bankruptcy or Receivership

- A. The Awardee shall immediately notify DOE of the plans for, or significant likelihood of, any of the following events: (i) the Awardee or the Awardee's parent's filing of a

voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) the Awardee's consent to the institution of an involuntary case under the Bankruptcy Act against it or its parent; (iii) the filing of any similar proceeding for or against the Awardee or the Awardee's parent, or its consent to, the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over it, under any other applicable state or federal law; or (iv) the Awardee's insolvency due to its inability to pay its 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 Agreement.
- C. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of the Awardee's agreement to determine their compliance with the required elements of the agreement. If the DOE review determines that there are significant deficiencies or concerns with the Awardee's performance under the agreement, DOE reserves the right to impose additional requirements, as needed.
- D. Failure of the Awardee to comply with this term may be considered a Material Breach of this Agreement.

Article 8.9: Fraud, Waste and Abuse

The Awardee shall disclose, in a timely manner, in writing to DOE all violations of Federal criminal law involving fraud, bribery, or gratuity violations by Awardee, its employees, and agents that potentially affect the agreement. Compliance with the Rules of Professional Conduct does not violate this paragraph. The DOE Office of Inspector General maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Article 8.10: Choice of Law

The Awardee acknowledges that this Agreement is subject to federal law of the United States.

Article 8.11: Nondisclosure And Confidentiality Agreements Assurances

- A. By entering into this Agreement, the Awardee does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- B. The undersigned further attests that Awardee will not implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses in the performance of the Milestones unless it contains the following provisions:

- i. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (a) classified information, (b) communications to Congress, (c) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (d) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- C. Notwithstanding provision listed in paragraph (A), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received during such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Article 8.12: Corporate Felony Conviction And Federal Tax Liability Assurances

By entering into this Agreement, the undersigned attests that the Awardee has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that Awardee does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply: A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

Article 8.13: Lobbying Restrictions

The Awardee agrees that none of the funds under this Agreement shall be expended, directly or

indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Article 8.14: Indemnification

To the extent permitted by law, the Awardee will indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Article 8.15: Statement Of Federal Stewardship

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this Agreement. 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 articles; and reviewing technical performance after project completion to ensure that the Technical Objectives have been accomplished.

Article 8.16: Site Visits

DOE 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. You must provide, and must require your subawardees 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.

Article 8.17: National Security: Classifiable Results Originating Under An Agreement

- A. This agreement is intended for unclassified, publicly releasable research. Awardee will not be granted access to classified information. DOE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the agreement may be required. The Department may review research work generated under this agreement at any time to determine if it requires classification
- B. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If Awardee

originates information during the course of this agreement that it believes requires classification, Awardee must promptly:

- i. Notify the DOE Technical Representative and the DOE AO;
 - ii. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
 - iii. Restrict access to the information to the maximum extent possible until Awardee is informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.
- C. If Awardee originates information concerning the production or utilization of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, Awardee must:
1. Notify the DOE Technical Representative and the DOE AO;
 2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the Awardee first discovers or first has reason to believe that the information is useful in such production or utilization; and
 3. Restrict access to the information to the maximum extent possible until Awardee is informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.
- D. If DOE determines any of the information requires classification, Awardee agrees that the Government may terminate the agreement with consent of Awardee. All material deemed to be classified must be forwarded to the DOE, in a manner specified by DOE.
- E. If DOE does not respond within the specified time periods, Awardee is under no further obligation to restrict access to the information.

Article 8.18: Environmental, Safety And Health (ES&H) Performance Of Work At DOE Facilities

With respect to the performance of any portion of the work under this agreement which is performed at a DOE-owned or controlled site, Awardee agrees to comply with all State and Federal ES&H regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-Owned or controlled site, Awardee shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

Awardee shall apply this term to its subawardees and contractors.

The Awardee must work with the DOE Laboratory to ensure compliance with all applicable safety, health, access to information, security and environmental regulations and the requirements of the Department and the DOE Laboratory. In the event the Awardee fails to comply with said regulations and requirements, the DOE Laboratory may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Awardee's activities with the DOE Laboratory.

Article 8.19: Prohibition On Personally Identifiable Information (PII)

Unless otherwise specified in the Milestones, the Awardee must not provide PII, either printed or electronic, to the U.S. Department of Energy within any deliverable, report or submittal under this agreement. Personally Identifiable Information (PII) is any information maintained by the Awardee about an individual, including but not limited to, education, financial transactions, medical history and criminal or employment history, and information that can be used to distinguish or trace an individual's identity, such as his/her name, social security number, date and place of birth, mother's maiden name, biometric data, etc., and including any other personal information that is linked or linkable to a specific individual. This requirement must be incorporated into any and all subcontracts or subagreements to the lowest tier.

Article 8.20: Technical Representative Authority

The DOE Technical Representative assigned to this agreement is not authorized to issue, and the Awardee is not required to follow, any technical advice that constitutes work which:

- A. is not within the agreed work scope approved by the agreement;
- B. in any manner causes an increase or decrease in the total estimated Project cost or in the time required for performance of the Project;
- C. has the effect of changing any of the articles of the agreement;
- D. unduly interferes with Awardee's contractual negotiations or obligations with third-parties;
- E. unduly interferes with Awardee's health, safety, security, and environmental obligations whether provided by statute, ordinance or regulation ("law"), or Awardee corporate policy that is consistent with law; or
- F. interferes with Awardee's right to perform the project in accordance with the articles of the agreement.

Article 8.21: Administration By Non-Federal Personnel

The Government may use non-Federal personnel to conduct agreement oversight and administrative activities. Non-Federal personnel used must sign conflict of interest and non-disclosure agreements prior to doing any of this kind of work regarding the agreement.

Article 8.22: Record Retention And Access To Records

- A. The Awardee must keep records related to the RD&D work performed under this agreement for a period of three years after submission of the final report, except records for any real property or equipment acquired with project funds must be kept for three years after final disposition.
- B. The DOE AO, the DOE Inspector General, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have unrestricted access to any books, documents, papers, or other records of the Awardee and that are pertinent to the RD&D performed under this agreement in order to make audits. Such audit, examination, or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

Article 8.23: Foreign Access To Technology

The parties understand that technology developments resulting from the performance of the agreement may be subject to U.S. laws and regulations limiting access. Any transfer of technology developed under this agreement must be consistent with these laws and regulations, including the Department of Commerce Export Regulation at Chapter VII, Subchapter C, Title 15 of the CFR, as applicable. Each Awardee and subawardee shall comply with these laws and regulations.

Article 8.24: Flowdown Obligations

The Awardee shall flow down to all subawardees and subcontractors, at any tier, all provisions of this Agreement that are expressly required to be flowed down by law, DOE policy, or this Agreement, including applicable intellectual property, data rights, confidentiality, security, and foreign participation restrictions. Flowed down terms shall be appropriately modified to identify the parties. The Awardee remains responsible for ensuring subrecipient compliance and shall notify DOE of any refusal to accept required terms.

SECTION IX: Defined Terms

In addition to terms defined in other provisions of this Agreement, the terms and phrases as defined below, when used herein as the defined term shall have the following meanings:

“AO” shall mean DOE Agreements Officer.

“AI Artifact” shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites,

synthetic data, and system/model/data cards created, used, or improved under the Project Agreement.

“Covered Individual” means an individual who (a) contributes in a substantive, meaningful way to the scientific development or execution of the scope of work of the agreement, and (b) is designated as a covered individual by DOE. DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE designates that person as a covered individual. DOE may further designate covered individuals during the agreement period of performance.

“Curated Data” shall mean any Data generated in Milestone 2.

“Data” shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to Other Transaction (OT) Agreement administration, such as financial, administrative, cost or pricing or management information.

“Data and Intellectual Property Rights Certification” shall mean a formal written statement, signed by an authorized representative of the Awardee, delivered as part of a Milestone, which attests that the Awardee has the necessary legal and contractual rights to all data, software, and intellectual property used in a delivered AI Artifact, sufficient to enable its deployment and use as contemplated under this Agreement.

“Effective Date” shall mean the date upon which the Agreement will enter into force which will be the date of the last signatory to the Agreement.

“Foreign Country of Concern” shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and the Republic of Belarus, or any other country determined to be a foreign country of concern by the Secretary of State, and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.

“Foreign Entity” shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, and does not have a physical location for business in the United States. The term “Foreign Entity” also includes international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term “Foreign Countries of Concern” and “Foreign National” are separate terms and not necessarily covered under the definition of a Foreign Entity although “Foreign Countries of Concern” are also “Foreign Entities”.

“Foreign National” shall mean any individual other than a U.S. citizen.

“Government” shall mean the Federal government of the United States of America including its agencies and departments.

“Intellectual Property” shall mean any and all subject inventions, copyrights, and trademarks developed by an Awardee.

"Key Personnel" shall mean the voting board members, C-suite executives, and other senior personnel identified by Awardee.

“Limited rights data” shall mean data developed at private expense and first produced outside the performance of this agreement that embody trade secrets, or are commercial, or financial, and confidential or privileged.

“Material Breach” shall mean a breach by the Awardee or DOE of any of its obligations under this Agreement including those which result, or are likely to result, in the inability of the Awardee or DOE to effectively complete the Milestones. This includes but is not limited to the failure to achieve Milestones, breach of provisions included in the Agreement.

“Milestone” shall mean a deliverable identified in Appendix I – Schedule of Payments and Payable Milestones

“Milestones” shall mean the collective deliverables identified in Appendix I – Schedule of Payments and Payable Milestones

“Milestone Payment” shall mean DOE’s payment to the Awardee for achievement of a Milestone.

“Model Data” shall mean any data generated in the performance of Milestone 3.

“Non-Public Data” shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

“Organizational Conflicts of Interest” shall mean where the Awardee is unable, or appears to be unable, to be impartial in conducting activities under this agreement due to its relationships with affiliates, organizations, or any other interested party.

“Project Agreement” means an agreement between the Awardee and their partners/collaborators in the performance of the Technical Objectives, which is intended to address all data rights, including allocation of rights to Project AI Artifacts. The Project Agreement includes agreements with DOE National Laboratory, preferably using the preapproved AI Bridge Agreement and any Data Use Agreement (DUA).

“Project AI Artifact” shall mean AI Artifacts developed in performance of the Milestones, including a Project Agreement.

“Unlimited Rights” shall mean the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

U.S. DEPARTMENT OF ENERGY

AWARDEE

By: _____
[NAME]
Agreements Officer

By: _____
[NAME]
TITLE

Dated: _____

Dated: _____

Appendix I - Schedule of Payments and Payable Milestones

<u>Milestone #</u>	<u>Milestone Title</u>	<u>Quarter Due (From Project Start)</u>	<u>Estimated Total Cost (\$) ⁴</u>	<u>Federal Payment Upon Completion (\$)</u>	<u>Awardee Cost Share (\$)</u>
1	<u>Agreements and Alignment</u>	<u>1</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>
<u>Milestone Description (including Completion Criteria)</u>	The execution of all project agreements within the Application Team within 30 days of the effective date of this Genesis Mission Funding Agreement. Attendance at the July 2026 Genesis Mission kick-off meeting. DOE must be provided with a copy of the executed Project Agreement showing execution by at least the Application Team and meeting all requirements of this Genesis Mission Funding Agreement . The Team is encouraged to leverage templates provided by DOE, especially when working with a DOE/NNSA Laboratory.				
<u>Data Protection</u>	All data delivered to DOE must be delivered with unlimited rights. The Awardee may redact business sensitive portions of the Project Agreement that are not relevant to confirming execution of the agreement amongst the party and compliance with the agreement articles.				
2	<u>Data Curation</u>	<u>XX</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>
<u>Milestone Description (including Completion Criteria)</u>	The curation of all scientific data within the Application Team so that the data is structured, cleaned, and preprocessed in a way that makes it suitable for use in artificial intelligence and machine learning models no later than XXX. 1. A summary report. 2. The curated data must include [Insert a Specific description of the data to be curated]				

⁴ All contributions estimated to achieve milestones, including in-kind contribution.

<u>Milestone #</u>	<u>Milestone Title</u>	<u>Quarter Due (From Project Start)</u>	<u>Estimated Total Cost (\$) ⁴</u>	<u>Federal Payment Upon Completion (\$)</u>	<u>Awardee Cost Share (\$)</u>
	3. The curated data will be delivered to [Insert Where Curated Data must be delivered. This should typically include delivery to the American Science Cloud] with the following rights: [Insert Specific Data rights approved by cognizant DOE Patent Counsel] 4. The curated data must: [Insert specific requirements] [including adherence to data quality standards as may be established by the National Science and Technology Council (NSTC) Machine Learning and AI Subcommittee or other relevant Federal guidance, to ensure suitability for artificial intelligence and machine learning models, and specifically for use in developing next-generation microelectronics and accelerating innovation in discovery science and engineering for new energy technologies via the American science cloud, while maintaining appropriate privacy and confidentiality protections.] 5. As a condition of Milestone completion, the Awardee shall deliver to the AO a signed Invention Certification (available at https://science.osti.gov/-/media/occ/pdf/Invention-Certification.pdf) including a listings of all Subject Inventions. All Subject Inventions must be timely reported as required by Appendix II – Patent Rights of this Agreement. 6. As a condition of Milestone completion, the Awardee shall deliver to the AO a signed Data and Intellectual Property Rights Certification for the delivered model and all its constituent components. This certification shall, at a minimum, attest to the following: a. That the Awardee has conducted a review of all datasets, software libraries, pre-trained models, and any other intellectual property (collectively, “Model Components”) used in the creation, training, and operation of the delivered AI model. b. The Awardee attests that, to its knowledge, it possesses sufficient rights to all Model Components to permit the deployment of the model on the American Science Cloud, consistent with the articles of this Agreement, the associated Project Agreement, and the requirements of Public Law 119-21, as applicable.				

<u>Milestone #</u>	<u>Milestone Title</u>	<u>Quarter Due</u> <u>(From Project Start)</u>	<u>Estimated Total</u> <u>Cost (\$) ⁴</u>	<u>Federal</u> <u>Payment Upon</u> <u>Completion (\$)</u>	<u>Awardee Cost</u> <u>Share (\$)</u>
	c. That the deployment and use of the model as described in this Agreement does not infringe upon any third-party patent, copyright, trade secret, or other intellectual property right to the awardees knowledge. d. That all data sourcing and licensing documentation have been archived and are available for inspection by DOE upon request.				
<u>Data Protection</u>	All data delivered to DOE may be identified as Protected Data except: 1. a summary report; 2. general test or performance results demonstrating technical breakthroughs, milestones or achievements; 3. general data demonstrating progress toward meeting DOE's technical targets; and 4. any research data contained in publications resulting from the work under the agreement.				
3	<u>Creation of an Artificial Intelligence Model</u>	<u>XX</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>
<u>Milestone Description (including Completion Criteria)</u>	Creation of artificial intelligence models no later than XXX. 1. A summary report 2. The delivered model must have been created using the data curated in Milestone 3. 3. The model must perform the following functionality: [INSERT SPECIFIC DETAILS ON THE PERFORMANCE CHARACTERISTICS OF A SUCCESSFUL MODEL] [and demonstrate capabilities for interpretability, control, and robustness against adversarial attacks, as well as incorporating secure-by-design principles to mitigate risks of misuse or unauthorized access. Furthermore, the models shall be designed for seamless integration with and provision to the scientific community through the American science cloud, adhering to its operational and data sharing standards to accelerate innovation in discovery science and engineering for new energy technologies.] 4. The model will be:				

<u>Milestone #</u>	<u>Milestone Title</u>	<u>Quarter Due (From Project Start)</u>	<u>Estimated Total Cost (\$) ⁴</u>	<u>Federal Payment Upon Completion (\$)</u>	<u>Awardee Cost Share (\$)</u>
	a. provided to the scientific community through the American science cloud to accelerate innovation in discovery science and engineering for new energy technologies; and b. deployed to accelerate innovation in discovery science and engineering for new energy technologies by: [DESCRIBE HOW THE MODEL WILL BE DEPLOYED CONSISTENT WITH P.L. 119-21, §50404] 5. As a condition of Milestone completion, the Awardee shall deliver to the AO a signed Invention Certification (available at https://science.osti.gov/-/media/occ/pdf/Invention-Certification.pdf) including a listings of all Subject Inventions. All Subject Inventions must be timely reported as required by Appendix II – Patent Rights of this Agreement. 6. As a condition of Milestone completion, the Awardee shall deliver to the AO a signed Data and Intellectual Property Rights Certification for the delivered model and all its constituent components. This certification shall, at a minimum, attest to the following: a. That the Awardee has conducted a review of all datasets, software libraries, pre-trained models, and any other intellectual property (collectively, “Model Components”) used in the creation, training, and operation of the delivered AI model. b. That the Awardee attests that, to its knowledge, it possesses sufficient rights to all Model Components to permit the deployment of the model on the American Science Cloud, consistent with the articles of this Agreement, the associated Project Agreement, and the requirements of Public Law 119-21, as applicable. c. That the deployment and use of the model as described in this Agreement does not infringe upon any third-party patent, copyright, trade secret, or other intellectual property right to the Awardees knowledge.				

<u>Milestone #</u>	<u>Milestone Title</u>	<u>Quarter Due</u> <u>(From Project Start)</u>	<u>Estimated Total</u> <u>Cost (\$) ⁴</u>	<u>Federal</u> <u>Payment Upon</u> <u>Completion (\$)</u>	<u>Awardee Cost</u> <u>Share (\$)</u>
	d. That all data sourcing and licensing documentation have been archived and is available for inspection by DOE upon request.				
<u>Data Protection</u>	All data delivered to DOE may be identified as Protected Data except: 1. a summary report; 2. general test or performance results demonstrating technical breakthroughs, milestones or achievements; 3. general data demonstrating progress toward meeting DOE's technical targets; and 4. any research data contained in publications resulting from the work under the agreement.				
4	<u>Closeout</u>	<u>See individual items</u>	<u>\$TBD</u>	<u>\$TBD</u>	<u>\$TBD</u>
<u>Milestone</u> <u>Description</u> <u>(including</u> <u>Completion</u> <u>Criteria)</u>	1. All reports required by Appendix IV. 2. Verification that the Awardee attended any meetings as required during performance of this agreement (other than the July 2026 Genesis Mission Kick-off Meeting). 3. For Phase II Only: Verification that the Awardee attended up to two annual Genesis Mission meetings and participated in coordination activities with other projects.				
<u>Data Protection</u>	All data delivered to DOE must be provided with unlimited rights except the final report may be identified as Protected Data excluding: 1. a summary of the report; 2. general test or performance results demonstrating technical breakthroughs, milestones or achievements; 3. general data demonstrating progress toward meeting DOE's technical targets and				

<u>Milestone #</u>	<u>Milestone Title</u>	<u>Quarter Due</u> <u>(From Project Start)</u>	<u>Estimated Total</u> <u>Cost (\$) ⁴</u>	<u>Federal</u> <u>Payment Upon</u> <u>Completion (\$)</u>	<u>Awardee Cost</u> <u>Share (\$)</u>
	4. any research data contained in publications resulting from the work under the agreement.				

Appendix IV - Reporting Checklist and Instructions

Agreement Number: DE-XXXXXXXXX	Program/Project Title: [Fill-In]	
Awardee: [Fill-In]		
Reporting Requirements	Frequency	Addressees
<u>A. Management Reporting</u> Data Management and Sharing Plan (prior to agreement execution) Special Status Report Invention Reports Invention Certification Phase I Self-Assessment Report (for go/no-go decision) Phase II Integrated Annual Progress Report	O (See (1)) O (See (2)) O (See (3)) O (See (3)) O (See (4)) Y (See (5))	A, B, (Add program-specific emails or links as necessary) A, B, (Add program-specific emails or links as necessary) C A A, B, (Add program-specific emails or links as necessary) A, B, (Add program-specific emails or links as necessary)
<u>B. Financial Reporting</u> SF-425 Federal Financial Report	F (See (6))	A, B (Add program-specific emails or links as necessary)
<u>C. Closeout Reporting</u> Final Report SF-428 Tangible Personal Property Reports Forms Family	F (See (7)) F (See (8))	A, B, (Add program-specific emails or links as necessary) A, B, (Add program-specific emails or links as necessary)
<u>Frequency Codes and Due Dates:</u> Y – Yearly; within 90 days after the end of the reporting period. O – Other; See special instructions for further details.	F – Final; within 90 calendar days after expiration or termination of the agreement.	
<u>Special Instructions:</u> Your performance in providing on-time report deliverables will be monitored by the Agreements Officer (AO) and/or the DOE Technical Representative. Reports not received by the specified due date are late. Overdue, inaccurate, or non-conforming reports are not acceptable. The AO will withhold payments or take other administrative actions as needed for non-compliance with reporting requirements. Only the AO may waive or excuse required reports. In order for accurate logging and processing of reports, it is critical that reports be sent to all the specified addresses and in the manner requested. The message subject line must include the Agreement Number. Message Subject Line Example: DE-NE000XXXX, Self-Assessment Report. The official Agreement Number must also be identified on all reports. A project number, if assigned by the program manager, may also be included, but is not a substitute for the official Agreement Number. <u>Report Addressees:</u> A – DOE Specialist B – DOE Technical Representative C- iEdison at https://iedison.nist.gov/		

Reporting Instructions

(1) Data Management and Sharing Plan

1. Prior to execution of the Agreement, the Awardee shall have submitted a Data Management and Sharing Plan (DMSP) for the proposed research following DOE and DOE sponsoring office guidelines. If needed, updates to the DMSP, through the course of the R&D, must be provided to DOE for review and approval. In general, a DMSP should address the following requirements:

- a. Validation and replication of results

The DMSP should describe how scientific data generated in the course of the research project will be publicly shared and preserved in a timely and fair manner that enables validation and replication of results. If data will not be publicly shared and preserved (see "Data sharing limitations"), the DMSP should describe how results could be validated and replicated.

- b. Timely and fair access

The DMSP should provide a plan for making all scientific data displayed in peer-reviewed scholarly publications resulting from the proposed research open, machine-readable, and digitally accessible to the public at the time of publication. This includes data that are displayed in charts, figures, images, etc. In addition, the underlying digital scientific data used to generate peer-reviewed scholarly publications should be made freely available and publicly accessible at the time of publication, in accordance with the principles stated above. The published article should indicate how this data can be accessed. The DMSP should also provide a timeline for sharing digital scientific data produced under the DOE funded R&D effort not associated with peer-reviewed scholarly publications.

- c. Data repository selection

The DMSP should specify the use of digital repositories that align, to the extent practicable, with the National Science and Technology Council document entitled "Desirable Characteristics of Data Repositories for Federally Funded Research," by the Subcommittee on Open Science of the National Science and Technology Council, May 2022.²⁴ In general, DOE does not endorse or require sharing in any specific repository and encourages researchers to select the repository that is most appropriate for their data type and discipline, though individual sponsoring research offices may provide specific guidance or designate a specific repository.

- d. Data management and sharing resources

The DMSP should describe the data management and sharing resources that may be available and used in the course of the proposed research. In particular, a DMSP that explicitly or implicitly commit data management and sharing resources at a facility

beyond what is conventionally made available to approved users should be accompanied by written approval from that facility. In determining the resources available for data management and sharing at DOE scientific user facilities, researchers should consult the published description of data management resources and practices at that facility and reference it in the DMSP.

e. Data sharing limitations

The DMSP must address any limitations of scientific data sharing to facilitate the protection of confidentiality, privacy, business confidential information, and/or security; avoid negative impact on intellectual property rights, innovation, program and operational improvements, and U.S. competitiveness; consider maximizing appropriate sharing through risk-mitigated limited access; preserve the balance between the relative value of long-term preservation and access and the associated cost and administrative burden; and otherwise be consistent with all applicable laws, regulations, and DOE orders and policies. Depending on the DOE funding agreement, a contractor or financial award Awardee may have the right to assert copyright to or protect from public release for certain scientific data products. When contractors or award recipients assert copyright of scientific data, the DMSP should address licensing requirements and any limitations for sharing the copyrighted data. When contractors or award recipients assert data protection, the scientific data will not be shared with the public during the data protection period.

To improve the discoverability of and attribution for datasets created and used in the course of research, DOE encourages the citation of publicly available datasets within the reference section of publications, including using the persistent identifiers associated with the dataset, such as a Digital Object Identifier (DOI).

In addition, scientific data made publicly available through the implementation of a DMSP are required to be reported under any applicable reporting requirements to DOE's Office of Scientific and Technical Information (OSTI). A DOI is a type of persistent identifier that may be assigned to a dataset prior to reporting to OSTI, e.g., by the repository hosting the data or by a publisher. When there is a DOI assigned to a dataset, it must be provided within the metadata record submitted to OSTI. In cases where a data record does not already have an associated DOI, OSTI will assign a DOI for the data record.

DMSPs will be reviewed as part of the overall SC research application merit review process. Applicants are encouraged to consult the SC website for further information and suggestions for how to structure a DMSP: <https://science.osti.gov/funding-opportunities/digital-data-management>.

2. In order for a DMSP to be considered acceptable, the DMSP must address the following:

- a. How FAIR (Findable, Accessible, Interoperable, and Reusable) principles will apply to the anticipated data sets, software, and models to be developed.

- b. What developed software, data sets, and models will be made available using an “opensource” licensing arrangement, noting the Software Package Data Exchange (SPDX) identifier(s) (<https://spdx.org/licenses/>) when possible, and where deviation in this arrangement is expected from The Open Source Initiative’s “Open Source Definition” (<https://opensource.org/osd>), a specific justification must be provided.
 - c. How best practices in scientific software development will be applied to any development activities. For more information on best practices, see Better Scientific Software (<https://bssw.io/>).
3. The Principal Investigator should determine which data should be the subject of the DMSP and, in the DMSP, propose which data should be shared and/or preserved in accordance with the DMSP Requirements noted above. For data that will be generated through the course of the proposed research/work, the Principal Investigator should indicate what types of data should be protected from immediate public disclosure by DOE (referred to as “protected data”) and what types of data that DOE should be able to release immediately. Similarly, for data developed outside of the proposed research work at private expense that will be used in the course of the proposed research work, the Principal Investigator should indicate whether that type of data will be subject to public release or kept confidential (referred to as “limited rights data”). Any use of limited rights data or labeling of data as “protected data” must be consistent with the DMSP Requirements noted above.

(2) Special Status Report

The Awardee shall report the following events to the DOE AO and Technical Representative as soon as possible after they occur:

- a. Developments that have a significant favorable impact on the project, such as significant target accomplishments, significant tests, experiments, or symposia.
- b. Problems, delays, or adverse conditions which materially impair the Awardee’s ability to meet the objectives of the agreement, or which may require DOE to respond to questions relating to such events from the public. For example, the Awardee 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:
 - i. Any single fatality or injuries requiring hospitalization.
 - ii. Any significant environmental permit violation.
 - iii. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations.
 - iv. Any incident which causes a significant process or hazard control system failure.
 - v. Any event which is anticipated to cause a significant schedule slippage or cost increase.

- vi. Any damage to Government-owned equipment in excess of \$50,000.
- vii. Any other incident that has the potential for high visibility in the media.

(3) Invention Report and Invention Certification

The Awardee and subawardee and subcontractor at any tiers must disclose each subject invention to DOE via <https://iedison.nist.gov/> as specified in Appendix II – Patent Rights of this Agreement.

As a condition of completion for any Milestone involving research and development, the Awardee shall provide an Invention Certification (available at <https://science.osti.gov/-/media/occ/pdf/Invention-Certification.pdf>) including a listings of all Subject Inventions as required by Appendix II – Patent Rights of this Agreement. The Invention Certification shall cover work performed towards the completion of the Milestone by the awardee or any subcontractors or subawardees at any tier.

(4) Self-Assessment Report (Phase I Only)

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

- a. The DOE agreement and report information:
 - i. The DOE Agreement Number (as it appears on the OT Agreement)
 - ii. Awardee Name (as it appears on the OT Agreement)
 - iii. Project Title
 - iv. Project Director / Principal Investigator (PD / PI) Name, Title, and Contact Information (email address and phone number)
 - v. Name of Submitting Official, Title, and Contact Information (email address and phone number)
 - vi. Project Period (Start Date, End Date)
 - vii. Report Submission Date
- b. A written comparison of the actual project accomplishments with the project goals and objectives established for the agreement and reasons why the established goals were not met.

- c. A discussion of what was accomplished under these goals and objectives, 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 the report, 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.
- d. Cost Status. A comparison of the approved budget and the actual costs incurred. If cost sharing is required, the cost breakdown shall show the DOE share, Awardee share, and total costs.
- e. 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.
- f. Describe any changes in project approach or aims and the reasons for these changes. Remember significant changes to the objectives and scope require prior approval by the AO.
- g. Describe any actual or anticipated problems or delays and actions taken or planned to resolve them.
- h. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement.
- i. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - i. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Technical Representative identified in the OT Agreement.
 - ii. Web site or other Internet sites that reflect the results of this project.
 - iii. Networks or collaborations fostered.
 - iv. Technologies/Techniques.
 - v. Inventions/Patent Applications
 - vi. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

(5) Integrated Annual Progress Report (Phase II Only)

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

- a. The DOE agreement and report information:
 - i. The DOE Agreement Number (as it appears on the OT Agreement)
 - ii. Awardee Name (as it appears on the OT Agreement)
 - iii. Project Title
 - iv. Project Director / Principal Investigator (PD / PI) Name, Title, and Contact Information (email address and phone number)
 - v. Name of Submitting Official, Title, and Contact Information (email address and phone number)
 - vi. Project Period (Start Date, End Date)
 - vii. Report Submission Date
- b. A written comparison of the actual project accomplishments with the project goals and objectives established for the agreement and reasons why the established goals were not met.
- c. A discussion of what was accomplished under these goals and objectives, 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 the report, 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.
- d. Cost Status. A comparison of the approved budget and the actual costs incurred. If cost sharing is required, the cost breakdown shall show the DOE share, Awardee share, and total costs.
- e. 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.
- f. Describe any changes in project approach or aims and the reasons for these changes. Remember significant changes to the objectives and scope require prior approval by the AO.
- g. Describe any actual or anticipated problems or delays and actions taken or planned to resolve them.

- h. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement.
- i. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - i. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Technical Representative identified in the OT Agreement.
 - ii. Web site or other Internet sites that reflect the results of this project.
 - iii. Networks or collaborations fostered.
 - iv. Technologies/Techniques.
 - v. Inventions/Patent Applications
 - vi. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

(6) SF-425 Federal Financial Report

The Awardee 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 <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

(7) Final Report

- a. Concurrent with the submission of a Payable Milestone Report for the final Payable Milestone, or within 90 days after the early termination of this Agreement, the Awardee shall submit a Final Report making full disclosure of all major developments.
- b. Content. The final report must include the following information:
 - i. Identify the DOE agreement number; project title; name of project director(s)/principal investigator(s); and major subawardees.
 - ii. 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.

- iii. Provide a one to two page executive-level summary, of the major accomplishments of the Agreement. This summary shall include a discussion of the actual or planned benefits of the technologies for the commercial sectors.
 - iv. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
 - v. 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.
 - vi. Identify publications (list journal name, volume, issue), conference papers, or other public releases of results from the agreement. If not provided previously, attach or send copies of any public releases to the DOE Technical Representative.
 - vii. Identify Inventions/Patent Applications, licensing agreements developed under the agreement.
 - viii. Identify other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment developed under the agreement.
- c. Electronic Submission. The final scientific/technical report must be submitted electronically via the DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413>, or via PAMS as applicable.
- d. 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 AO.
- e. 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 agreement that is protected from public release for a period of time by the articles of the agreement.

(8) 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 temporarily available at https://www.reginfo.gov/public/do/PRAViewIC?ref_nbr=201002-3090-001&icID=192059. The SF-428 is the cover page and the submitter attaches the appropriate form or forms as listed on the SF-428.

- The SF-428A is the Annual report. For Phase I, due 90 calendar days after completion or termination of agreement. For Phase II, due annually 90 calendar days after the anniversary date of agreement execution.
- The SF-428B is the Final Award Closeout Report, due 90 calendar days after completion or termination of the agreement.
- The SF-428C 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 agreement the Awardee is provided Government-furnished property or acquires property with project funds and the agreement specifies that the property vests in the Federal Government (i.e. federally owned property), the Awardee 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 90 days after completion or termination of the Agreement for Phase I, and 90 days after anniversary date of agreement execution for Phase II. 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.

**OTHER TRANSACTION AGREEMENT FOR
DE-FOA-0003612**



**THE GENESIS MISSION: TRANSFORMING
SCIENCE AND ENERGY WITH AI**

OTHER TRANSACTION AGREEMENT FOR ADVANCING THE GENESIS MISSION
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
[AWARDEE ENTITY NAME]

Genesis Mission is a historic national effort to catalyze new industries, create high-skill jobs, and usher a new golden era of American discovery through artificial intelligence (AI) innovation. Under the leadership of the United States Department of Energy (DOE or Agency) and the White House Office of Science and Technology Policy, and in partnership with industry, academia, and the National Laboratories, the Genesis Mission will build the American Science and Security Platform to combine supercomputing, AI, next-generation quantum systems, and America’s most advanced scientific instruments into a single, integrated engine of discovery that leverages the singular scientific datasets and expertise of the DOE and National Nuclear Security Administration (NNSA) Laboratory complex. The Genesis Mission is designed to ensure that the United States leads in AI-enabled scientific discovery, energy innovation, and national security capabilities.

This Genesis Mission Funding Agreement (“Agreement”) is made and entered into as of the Effective Date by and between the United States Department of Energy (DOE), an agency of the United States Government (Government), and [Awardee Entity Name] (Awardee)(collectively the Parties), a [type of entity] organized and existing under the laws of [place of incorporation or organization]. Further operational and technical details for the Awardee’s collaboration, including with DOE/NNSA National Laboratories, will be governed by a Project Agreement, including allocation of intellectual property between the collaborating parties.

NOW, THEREFORE, in consideration of the foregoing and for the mutual promises hereinafter set forth, the Parties agree as follows:

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The following is intended to be understood using the definitions defined in Section IX.

SECTION I: Purpose and Scope of Work

Article 1.1: Purpose and Scope of Work

The purpose of this Agreement is to establish a public-private partnership that advances the Genesis Mission's core objectives: to accelerate breakthroughs in energy dominance, discovery science, and national security through the development and deployment of self-improving AI models and integrated scientific workflows. By combining DOE/NNSA's unique data assets and research infrastructure with the agile development practices and specialized expertise of private industry, this partnership will drive innovation at scale and speed, directly supporting the nation's strategic goals.

Through this Agreement, the Awardee will conduct research and development activities aligned with the technical objectives set forth herein, contributing to the creation of the American Science and Security Platform. The outcomes of this partnership are intended to double U.S. research and development productivity within a decade, strengthen U.S. competitiveness, and ensure that America leads in AI-enabled scientific discovery, energy innovation, and national security capabilities.

This Agreement reflects the urgency and ambition of the Genesis Mission: to move with speed and purpose, uniting government, industry, and academia in a coordinated national effort that will fundamentally transform how science and engineering are conducted for the benefit of the American people.

Article 1.2: Period of Performance

The Awardee shall commence performance of this Agreement in accordance with the Agreement terms and conditions on the Effective Date and continue until the completion of the Agreement. The completion date for this Agreement is [TBD] though this date may be extended by written mutual agreement of the Parties. At the end of 6 months, the Awardee will undergo a go / nogo review, per the Request for Applications (RFA)). This date may be extended by written mutual agreement of the Parties.

Article 1.3: Financial Obligation

A. Obligation

The total estimated cost/price for this Agreement, including both DOE and non-DOE funding, is \$XXXX. This includes the DOE cost share of \$XXXX.

DOE's liability to make Payments is limited to only those funds detailed in the Technical Objectives of this Agreement and the availability of appropriated funding to continue work under this Agreement.

B. Cost Share

If applicable, the Awardee must provide the “Awardee Cost Share” identified for each Technical Objective. The cost share must

- i. Be verifiable when the application is submitted.
- ii. Be cash, cash equivalents, or in-kind contributions.
- iii. Come from non-federal sources (unless otherwise allowed by law), such as project participants, state or local governments, or other third-party financing.

Unless otherwise agreed upon before agreement, the Cost Share must comply with the federal regulations set forth in 2 CFR §§ 910.130 and 930.125, and the cost principles and financial management standards set forth in 2 C.F.R. §§ 930.130, 930.205, and 930.210.

Article 1.4: Payment Procedures - Advances Through The Automated Standard Application For Payments (ASAP) System

- A. **Method of Payment.** Payment will be made by advances through the Department of Treasury's ASAP system.
- B. **Requesting Advances.** Requests for advances must be made through the ASAP system. You may submit requests as frequently as required to meet your needs to disburse funds for the Federal share of project costs. If feasible, you should time each request so that you receive payment on the same day that you disburse funds for direct project costs and the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close as is administratively feasible to actual disbursements.
- C. **Adjusting payment requests for available cash.** You must disburse any funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE.
- D. **Payments.** All payments are made by electronic funds transfer to the bank account identified on the ASAP Bank Information Form that you filed with the U.S. Department of Treasury.

Article 1.5: Rebudgeting And Recovery Of Indirect Costs - Reimbursable Indirect Costs And Fringe Benefits

- A. If actual allowable indirect costs are less than those budgeted and funded under the Agreement, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the Agreement the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must

refund the difference.

- B. Awardees are expected to manage their indirect costs. DOE will not amend an Agreement solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the Awardee must absorb the **underrecovery**. Such underrecovery may be allocated as part of the organization's required cost sharing.

Article 1.6: Technical Objectives

The Awardee shall be responsible for the on-time delivery and satisfactory completion of all Technical Objectives. Unless otherwise specified by the AO, in writing, in advance of the deadline, all documents, including reports, are to be furnished to the DOE via email to the AO.

SECTION II: Authority to Enter into the Agreement

Article 2.1: Authority

This is a research, development and/or demonstration agreement entered into pursuant to DOE's Other Transaction (OT) Authorities, including 42 U.S.C. § 7256(a), (g)¹. This Agreement between DOE and Awardee is a transaction other than a procurement, grant, cooperative agreement, or loan. Accordingly, only those terms, conditions, provisions and requirements set forth in this Agreement and any other terms, conditions, provisions and requirements prescribed by law and regulations for other transaction agreements under DOE's OT Authorities, including 42 U.S.C. § 7256(a), (g)², some of which are expressly incorporated herein by reference, apply to this Agreement.

This Agreement is valid only if it is in writing and is signed, including electronically, by the AO and by the Awardee's authorized representative.

SECTION III: General

Article 3.1: Agreement

This agreement consists of the Agreement cover page, these articles, plus the following Appendices:

<u>No.</u>	<u>Title</u>
1	Technical Objectives
2	Patent Rights Appendix
3	Data Rights Appendix
4	Reporting Checklist and Instructions

¹ 2 C.F.R. § 930

² 2 C.F.R. § 930

Article 3.2: Order of Precedence

In the event of any inconsistency between these articles and the Appendices, the inconsistency shall be resolved by giving precedence in the following order: (1) Articles; (2) Appendix I, Technical Objectives; (3) Appendix IV, Reporting Checklist and Instructions; (3) Appendix III, Data Rights; and (4) Appendix II, Patent Rights.

Article 3.3: National Policy Assurances

Awardee acknowledges that it is subject to all relevant U.S. Laws and implementing regulations/ Executives Orders, in particular:

- A. Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d and 2000e, respectively, (prohibiting discrimination based on race, color, religion, sex, and national origin)
- B. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et. seq. (prohibits employment discrimination against persons 40 years of age or older)
- C. The Americans with Disabilities Act, 42 U.S.C. § 12101 et. seq. (prohibits unjustified discrimination based on disability)
- D. The Clean Water Act, 33 U.S.C. § 1251 et. seq.
- E. The Clean Air Act, 42 U.S.C. § 7401 et. seq.
- F. The Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et. seq. (promotes safe and healthful working conditions)
- G. Executive Order No. 13224, Blocking Property and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism, 66 FR 49079
- H. The National Environmental Policy Act, 42 U.S.C. § 4321 et seq.

SECTION IV: Intellectual Property**Article 4.1: Intellectual Property Warranty**

The Awardee represents and warrants, to the best of its knowledge and after reasonable diligence, that all Data and AI Artifacts used, provided, or delivered under this Agreement: (a) do not infringe any third-party intellectual property rights or violate privacy, confidentiality, or contractual restrictions; and (b) are subject to rights sufficient for the Awardee to use, deliver, and authorize all required uses under this Agreement. This warranty shall be ongoing during the term of the Agreement.

Article 4.2: Intellectual Property Rights

Intellectual Property Rights are governed by the provisions of Appendix II – Patent Rights and Appendix III – Data Rights.

SECTION V: Research, Technology and Economic Security (RTES)

Article 5.1: Foreign Entity Participation

A Foreign Entity is not eligible to participate as either an Awardee or Subawardee. In limited circumstances DOE may approve a waiver to allow a foreign entity to participate.

Article 5.2: Prohibition on Incorporation in or Ownership or Control by Foreign Countries of Concern

Throughout the life of the Agreement, the Awardee, parent company, and project team members shall not be solely incorporated in, or owned or controlled by, or subject to the direction of a Foreign Country of Concern. If there is a change in ownership or control that increases foreign ownership or control by Foreign Country of Concern or a change that effectively makes the entity subject to the direction of a Foreign Country of Concern, the Awardee must immediately alert the AO.

Article 5.3: Entity of Concern Prohibition

No Entity of Concern as defined in [Section 10114 of Public Law 117-167 \(42 USC 18912\)](#) may participate in the performance of the Technical Objectives.

Article 5.4: Malign Foreign Talent Recruitment Program Prohibition

Individuals participating in a Malign Foreign Talent Recruitment Program, as defined in Section 10638(4) of P.L. 117-167 (42 USC 19237(4), 19232), are prohibited from participating in the performance of the Technical Objectives.

Article 5.5: Due Diligence Reviews and Disclosures

The Agreement is subject to a post-selection and ongoing research, technology, and economic security risk review and monitoring to identify potential risks of undue foreign influence. As part of the review, the Awardee must cooperate with DOE requests for information, including the following required disclosures and certifications for all covered individuals listed on the application and entities which must be updated within fifteen (15) business days of any changes except advanced notice to DOE must be given for changes relating to a Foreign Country of Concern: DOE [Common Form for Current and Pending \(Other\) Support](#) (42 USC 6605) including a Malign Foreign Talent Recruitment Program certification, DOE Common Form for Biosketch (NSPM-33), and Transparency of Foreign Connections Transparency of Foreign Connections | Department of Energy (NSPM-33). New covered individuals listed on the application and entities added during the term of the Agreement must provide the disclosures above and receive DOE approval before participating. DOE may share information regarding the

risks identified as part of the RTES due diligence review process or monitoring with other Federal agencies.

In the event an RTES risk is identified, or the required disclosures, certifications, or updates, are not submitted, or there is non-compliance with any provision of this Section V, DOE may require risk mitigation measures, including but not limited to, requiring that an individual or entity not participate in the performance of this Agreement, or implementing other controls such as data access restrictions, enhanced monitoring, or project scope adjustments, as determined necessary by DOE to safeguard national security and economic interests. If significant risks are identified and cannot be sufficiently mitigated, DOE may withhold or recapture a Payment or terminate the OT Agreement.

DOE's decision regarding a due diligence review is not appealable.

Article 5.6: Performance of Work in the United States

All work performed under DOE agreements must be performed in the United States unless the DOE AO grants a written waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Awardee should make every effort to purchase supplies and equipment within the United States. The Awardee must flow down this requirement to its subawardees and subcontractors. The Awardee is responsible should any work under this agreement be performed outside the United States, absent a waiver, regardless if the work is performed by the Awardee, subawardees, subcontractors or other project partners. 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 Awardee must submit a written waiver request to the DOE AO.

Article 5.7: Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement should be American-made.

Article 5.8: Conflicts of Interest

The Awardee shall adopt and maintain a conflict of interest³ policy under this Agreement, which shall be provided to DOE upon request. This conflict of interest policy shall address both individual conflicts of interest as related to Key Personnel and Organizational Conflicts of Interest, including but not limited to financial conflicts of interest (FCOI) (i.e., managed and unmanaged/unmanageable).

³ See <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>

The Awardee shall disclose in writing to the AO any potential or actual Conflict of Interest as soon as reasonably practical after discovery thereof. The Awardee and the DOE shall jointly develop a mitigation plan to address Conflicts of Interest as they arise.

Article 5.9: Annual List of Personnel

The awardee shall submit an updated list of all personnel working on the project on an annual basis to the DOE AO.

SECTION VI: Reporting Requirements and Approvals

Article 6.1: Reporting Requirements

- A. General Requirements. The Awardee must submit reports in accordance with the Reporting Checklist and Instructions in Appendix IV.
- B. Dissemination of scientific/technical reporting products. Reporting project results in scientific and technical information (STI) publications/products to the DOE Office of Scientific and Technical Information (OSTI) ensures dissemination of research results to the public as well as preservation of the results. The DOE form F 4600.2, B. Scientific/Technical Reporting, has instructions for the DOE Energy Link (E-Link) system managed by OSTI. Scientific/technical reports and other STI products submitted under this agreement will be disseminated publicly on the Web via OSTI.GOV (<https://www.osti.gov>), unless the STI contains patentable material, protected data, or SBIR/STTR data, which must be indicated per instructions in DOE F 4600.2.
- C. Restrictions. Reports submitted to the DOE via E-link must not contain any Protected Personally Identifiable Information (PII), classified information, information subject to export control classification, or other information not subject to release.

SECTION VII: Modifications, Disputes, Termination, and Assignment

Article 7.1: Modifications

Proposals for modifications will be documented in writing and submitted by the Awardee to the AO, or by DOE to the Awardee. Parties may request the technical, schedule, and financial impact of the proposed modification as appropriate.

Any modification, including changes to the Technical Objectives, to this Agreement shall be executed in writing and signed by an authorized representative of DOE and the Awardee. The DOE is not obligated to pay for costs related to modifications. Further, the Awardee is not obligated to accomplish work prior to mutual agreement between the AO and the Awardee and performs work at risk of not being compensated without mutual agreement, in writing.

For minor or administrative modifications (e.g., changes to the paying office or appropriation data), Awardee approval is not required, unless Awardee timely objects, in writing, to such a proposed minor or administrative modification. In the event of any objection, the modification must be bilaterally executed.

Article 7.2: Disputes

- A. A party that believes there is a dispute about an issue under this Agreement will submit to the other party, via email with receipt acknowledged by the other party, a summary of the dispute. Disputes will be raised by the Awardee to the AO or by the AO to the Awardee point of contact. The AO and awardee will work together to resolve issues or disputes, including using any alternative dispute mechanisms to the maximum extent practicable. Informal resolution, including resolution through an alternative dispute resolution mechanism, will be preferred over formal procedures, to the extent practicable.
- B. DOE Final Determination. If a dispute is not resolved informally between the DOE AO and the Awardee, DOE shall provide a written determination signed by the AO, setting forth DOE's final disposition of such dispute. The determination will include a summary of the dispute and the factual, legal, and if appropriate, policy reasons for DOE's disposition of the dispute.
- C. Right of Appeal:
 - i. The final determination under this Article may only be appealed to the cognizant Senior Procurement Executive (SPE), as defined by 41 U.S.C. 1702(c) for the following actions:
 - a. A DOE determination that the awardee has failed to comply with the applicable requirements of the Agreement;
 - b. termination of an agreement, in whole or in part, by DOE;
 - c. the application of DOE of an indirect cost rate; and
 - d. DOE disallowance of costs.
 - ii. The appeal must be received by DOE within 90 days of receipt of the final determination. The mailing address for the DOE SPE is 1000 Independence Ave., SW., Washington DC 20585.
 - iii. In reviewing disputes authorized under this article, the SPE will be bound by the applicable law, statutes, and rules, including the requirements of this Article, and by the terms and conditions of this Agreement.
 - iv. The decision of the SPE shall be the final decision of DOE.

Article 7.3: Termination

- A. Noncompliance. In the event the Awardee failed to comply with the terms and conditions of this Agreement, the AO shall give written notice to the Awardee to comply, including the factual and legal basis for the determination of noncompliance, the corrective actions, and the date by which they must be taken (not less than 30 days), and which of the actions authorized under 2 CFR 930.345(a) DOE may take if the Awardee does not achieve compliance within the time specified in the written notice. Failure to comply may result in termination of this Agreement;
- B. The Parties may mutually agree to terminate in whole or in part this Agreement by providing at least 30 days advance written notice to the other party, provided such notice is preceded by consultation between the Awardee and DOE and a reasonable determination by either party that this Agreement will not produce beneficial results commensurate with the expenditure of resources. Awardee and DOE will negotiate the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. If either the Awardee or the DOE determines in the case of partial termination that the reduced or modified portion of the Agreement will not accomplish its intended purpose, the Agreement may be terminated in its entirety;
- C. DOE may terminate the agreement in whole or in part if the Awardee materially fails to comply with the articles or terms and conditions of an agreement, whether stated in a Federal statute, regulation, assurance, application, plan, or the notice of award fails to comply with the articles and requirements of the Agreement. DOE shall promptly provide Awardee with a Cure Notice identifying the Material Breach. Within ten (10) days after receipt of the Cure Notice, Awardee shall respond in writing to the Cure Notice and provide DOE with a Cure Plan;
- D. DOE may terminate the agreement if the Awardee files a bankruptcy petition that is not dismissed within ten (10) business days, the Awardee is adjudicated bankrupt or is otherwise insolvent, or the Awardee ceases to do business or otherwise terminates its business operations; and
- E. DOE may terminate the agreement if the Awardee fails to achieve a Technical Objectives within the Performance Period of the Agreement.
- F. Either party may terminate without cause upon thirty (30) days written notice to the other party. If DOE terminates without cause, the Awardee shall submit a reimbursement request to DOE based on allowable costs for any remaining task(s) and such costs will be based on effort expended from the last payment up to the point of termination. The AO, in their discretion, will determine if and how much of an appropriate cost is warranted. Selectee acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.
- G. In the event of termination, DOE and the Awardee shall meet to affect an orderly termination of any ongoing or planned activities, if applicable. In no case will the

Government be liable for expenses or other financial obligations of the Awardee incurred due to early termination.

- H. In the event this Agreement is terminated for any reason of this Article, DOE has the right to unilaterally not pay the Awardee. Mutual termination does not impose any requirement that DOE pay in whole or part for work not started.
- I. In the event of any termination by DOE, neither DOE nor the Awardee shall be liable for any loss of profits, revenue, or any indirect or consequential damages incurred by the other Party, its contractors, subcontractors, or customers as a result of any termination of this Agreement. DOE's or the Awardee's liability for any damages under this Agreement is limited solely to direct damages, incurred by the other Party, as a result of any termination of this Agreement subject to mitigation of such damages by the complaining party. However, in no instance shall DOE's liability for termination exceed the total federal cost-share of the Agreement.

Article 7.4 Assignment

Neither this Agreement nor any interest arising under it will be assigned by the Awardee or DOE without the express written consent of the other party.

SECTION VIII: Miscellaneous

Article 8.1: Export Control

Awardee is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under this Agreement. The Awardee must immediately report to DOE any export control violations related to this Agreement and provide the corrective action(s) to prevent future violations.

Article 8.2: Communication

- A. Administration. Unless otherwise provided in this Agreement, approvals permitted or required to be made by DOE, or any other document that binds the government, may be made only by the DOE AO who has a warrant including the award of Other Transaction Agreements. Administrative and contractual matters under this Agreement shall be referred to the following representatives of the Parties:

DOE Agreements Officer: XXXX

DOE Grants and Agreements Specialist: XXXX

DOE Patent Counsel:

XXXX

Awardee Point of Contact: XXXX

Additional Awardee POCs: [Provide Position Title, Name, Phone, and Email as needed]

- B. Technical Objectives. Technical Objectives under this Agreement shall be referred to the following representative:

DOE Technical Representative: XXXX

- C. Change of Designated Representative. Each party may change its representatives named in this Article by written notification to the other party.

Article 8.3: Closeout

Upon Agreement completion or termination, the AO must close out the Agreement in accordance with the Federal-Wide Research Terms and Conditions and DOE Standard Research Terms and Conditions Agency Specific Requirements, Financial Assistance Handbook Chapter 30A - Closeout of Financial Assistance Instruments, 2 *CFR* § 930, and the DOE Office of Scientific and Technical Information (OSTI) E-Link website (<https://www.osti.gov/elink/>), including ensuring all deliverables have been accepted and any audits completed. The Awardee agrees to provide DOE all relevant documents requested to closeout this Agreement.

Article 8.4: Resolution of Conflicting Conditions

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Agreement must be referred to the AO for guidance.

Article 8.5: Suspension and Debarment

The Awardee shall not contract with entities that are currently listed on the System for Award Management as suspended or debarred in support of this Agreement. In accordance with Executive Orders 12549 and 12689, the regulations at 2 *CFR* part 180, Guidance for Governmentwide Debarment and Suspension (Non procurement) are applicable to this Agreement.

Article 8.6: Inspector General

- A. The Awardee is required to provide any information, documents, site access, or other assistance requested by DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office, Defense Contracting Audit Agency, United States Digital Service, Department of Government Efficiency) for work related to this Agreement. Single Audits are not required under this Agreement.
- B. In the event that the Awardee has Federal funding from another Federal agency or entity, in accordance with 42 U.S.C. § 7137, the Comptroller General of the United States, or any of his duly authorized representatives, shall have access to and the right to examine any books, documents, papers, records, or other recorded information of the Awardee of Federal funds or assistance under this Agreement, including contracts between the Awardee and other entities.

Article 9.7: System for Award Management and Universal Identifier Requirements

- A. Requirement for Registration in the System for Award Management (SAM). Awardee must maintain the currency of its information in SAM until it submits the final financial report required under this agreement or receives the final payment, whichever is later. This requires that Awardee review and update the information at least annually after the initial registration, and more frequently if required by changes in information or another agreement article.
- B. Requirement for Universal Entity Identifier (UEI) Numbers. If Awardee is authorized to make subawards under this agreement, Awardee:
 - i. Must notify potential subawardees that no entity (see definition in paragraph C of this article) may receive a subaward from Awardee unless the entity has provided its UEI number to you.
 - ii. May not make a subaward to an entity unless the entity has provided its UEI number to Awardee.
- C. Definitions. For purposes of this article:
 - i. SAM means the Federal repository into which an entity must provide information required for the conduct of business as a Awardee. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 - ii. A UEI means a number that identifies your entity registration in SAM.gov. This identifier is assigned by SAM.gov and used in other federal award systems. The Office of Management and Budget (OMB) requires the Unique Entity ID to be used across federal systems, governmentwide, for federal award purposes.
 - iii. Entity means all of the following:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe;
 - 2. A foreign public entity;
 - 3. A domestic or foreign nonprofit organization;
 - 4. A domestic or foreign for-profit organization; and
 - 5. A Federal agency, but only as a subawardee under an agreement or subaward to a non-Federal entity.
 - iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which Awardee received this agreement and that Awardee awards to an eligible subawardee.
 2. The term does not include Awardee's procurement of property and services needed to carry out the project or program.
 3. A subaward may be provided through any legal agreement, including an agreement that Awardee considers a contract.
- v. Subawardee means an entity that:
1. Receives a subaward from Awardee under this agreement; and
 2. Is accountable to Awardee for the use of the Federal funds provided by the subaward.

Article 8.8: Insolvency, Bankruptcy or Receivership

- A. The Awardee shall immediately notify DOE of the plans for, or significant likelihood of, any of the following events: (i) the Awardee or the Awardee's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) the Awardee's consent to the institution of an involuntary case under the Bankruptcy Act against it or its parent; (iii) the filing of any similar proceeding for or against the Awardee or the Awardee's parent, or its consent to, the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over it, under any other applicable state or federal law; or (iv) the Awardee's insolvency due to its inability to pay its 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 Agreement.
- C. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of the Awardee's agreement to determine their compliance with the required elements of the agreement. If the DOE review determines that there are significant deficiencies or concerns with the Awardee's performance under the agreement, DOE reserves the right to impose additional requirements, as needed.
- D. Failure of the Awardee to comply with this term may be considered a Material Breach of this Agreement.

Article 8.9: Fraud, Waste and Abuse

The Awardee shall disclose, in a timely manner, in writing to DOE all violations of Federal criminal law involving fraud, bribery, or gratuity violations by Awardee, its employees, and agents that potentially affect the agreement. Compliance with the Rules of Professional Conduct does not violate this paragraph. The DOE Office of Inspector General maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Article 8.10: Choice of Law

The Awardee acknowledges that this Agreement is subject to Federal law of the United States.

Article 8.11: Nondisclosure And Confidentiality Agreements Assurances

- A. By entering into this Agreement, the Awardee does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- B. The undersigned further attests that Awardee will not implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses in the performance of the Technical Objectives unless it contains the following provisions:
 - i. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to: (a) classified information, (b) communications to Congress, (c) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (d) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- C. Notwithstanding provision listed in paragraph (A), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received during such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar

disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Article 8.12: Corporate Felony Conviction And Federal Tax Liability Assurances

By entering into this Agreement, the undersigned attests that the Awardee has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that Awardee does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply: A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

Article 8.13: Lobbying Restrictions

The Awardee agrees that none of the funds under this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Article 8.14: Indemnification

To the extent permitted by law, the Awardee will indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Article 8.15: Statement Of Federal Stewardship

DOE will exercise normal Federal stewardship in overseeing the project activities performed under this Agreement. 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 Technical Objectives have been accomplished.

Article 8.16 Site Visits

DOE 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. You must provide, and must require your subawardees 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.

Article 8.17 National Security: Classifiable Results Originating Under An Award

- A. This agreement is intended for unclassified, publicly releasable research. Awardee will not be granted access to classified information. DOE does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the agreement may be required. The Department may review research work generated under this agreement at any time to determine if it requires classification
- B. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If Awardee originates information during the course of this agreement that it believes requires classification, Awardee must promptly:
 - i. Notify the DOE Technical Representative and the DOE AO;
 - ii. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
 - iii. Restrict access to the information to the maximum extent possible until Awardee is informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.
- C. If Awardee originates information concerning the production or utilization of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, Awardee must:
 - 1. Notify the DOE Technical Representative and the DOE AO;
 - 2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the Awardee first discovers or first has reason to believe that the information is useful in such production or utilization; and

3. Restrict access to the information to the maximum extent possible until Awardee is informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.
- D. If DOE determines any of the information requires classification, Awardee agrees that the Government may terminate the agreement with consent of Awardee. All material deemed to be classified must be forwarded to the DOE, in a manner specified by DOE.
- E. If DOE does not respond within the specified time periods, Awardee is under no further obligation to restrict access to the information.

Article 8.18: Environmental, Safety And Health (ES&H) Performance Of Work At DOE Facilities

With respect to the performance of any portion of the work under this agreement which is performed at a DOE-owned or controlled site, Awardee agrees to comply with all State and Federal ES&H regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-Owned or controlled site, Awardee shall contact the site facility manager for information on DOE and site-specific ES&H requirements. Awardee shall apply this term to its sub-awardees and contractors.

The Awardee must work with the DOE Laboratory to ensure compliance with all applicable safety, health, access to information, security and environmental regulations and the requirements of the Department and the DOE Laboratory. In the event the Awardee fails to comply with said regulations and requirements, the DOE Laboratory may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Awardee's activities with the DOE Laboratory.

Article 8.19: Prohibition On Personally Identifiable Information (PII)

Unless otherwise specified in the Technical objectives, the Awardee must not provide PII, either printed or electronic, to the U.S. Department of Energy within any deliverable, report or submittal under this agreement. Personally Identifiable Information (PII) is any information maintained by the Awardee about an individual, including but not limited to, education, financial transactions, medical history and criminal or employment history, and information that can be used to distinguish or trace an individual's identity, such as his/her name, social security number, date and place of birth, mother's maiden name, biometric data, etc., and including any other personal information that is linked or linkable to a specific individual. This requirement must be incorporated into any and all subcontracts or subagreements to the lowest tier.

Article 8.20: Technical Representative Authority

The DOE Technical Representative assigned to this agreement is not authorized to issue, and the Awardee is not required to follow, any technical advice that constitutes work which:

- A. is not within the agreed work scope approved by the agreement;
- B. in any manner causes an increase or decrease in the total estimated Project cost or in the time required for performance of the Project;
- C. has the effect of changing any of the articles of the agreement;
- D. unduly interferes with Awardee's contractual negotiations or obligations with third-parties;
- E. unduly interferes with Awardee's health, safety, security, and environmental obligations whether provided by statute, ordinance or regulation ("law"), or Awardee corporate policy that is consistent with law; or
- F. interferes with Awardee's right to perform the project in accordance with the articles of the agreement.

Article 8.21: Administration By Non-Federal Personnel

The Government may use non-Federal personnel to conduct agreement oversight and administrative activities. Non-Federal personnel used must sign conflict of interest and non-disclosure agreements prior to doing any of this kind of work regarding the agreement.

Article 8.22: Record Retention And Access To Records

- A. The Awardee must keep records related to the RD&D work performed under this agreement for a period of three years after submission of the final report, except records for any real property or equipment acquired with project funds must be kept for three years after final disposition.
- B. The DOE AO, the DOE Inspector General, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have unrestricted access to any books, documents, papers, or other records of the Awardee and that are pertinent to the RD&D performed under this agreement in order to make audits. Such audit, examination, or access shall be performed during business hours on business days upon prior written notice and shall be subject to the security requirements of the audited party.

Article 8.23: Foreign Access To Technology

The parties understand that technology developments resulting from the performance of the agreement may be subject to U.S. laws and regulations limiting access. Any transfer of technology developed under this agreement must be consistent with these laws and regulations, including the Department of Commerce Export Regulation at Chapter VII, Subchapter C, Title 15 of the CFR, as applicable. Each Awardee and subawardee shall comply with these laws and regulations.

Article 8.24: Flowdown Obligations

The Awardee shall flow down to all subawardees and subcontractors, at any tier, all provisions of this Agreement that are expressly required to be flowed down by law, DOE policy, or this Agreement, including applicable intellectual property, data rights, confidentiality, security, and foreign participation restrictions. Flowed down terms shall be appropriately modified to identify the parties. The Awardee remains responsible for ensuring subrecipient compliance and shall notify DOE of any refusal to accept required terms.

SECTION IX: Defined Terms

In addition to terms defined in other provisions of this Agreement, the terms and phrases as defined below, when used herein as the defined term shall have the following meanings:

“Allowable Cost” shall mean a cost incurred by a Awardee that is: (1) reasonable for the performance of the agreement; (2) allocable; (3) in conformance with any limitations or exclusions set forth in the Federal cost principles applicable to the organization incurring the cost or in the Agreement documents as to the type or amount of cost; (4) consistent with regulations, policies, and procedures of the Awardee that are applied uniformly to both federally supported and other activities of the organization; (5) accorded consistent treatment as a direct or indirect cost; (6) determined in accordance with generally accepted accounting principles; and (7) not included as a cost in any other federally supported agreement (unless specifically authorized by statute).

“AO” shall mean DOE Agreements Officer.

“AI Artifact” shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Project Agreement.

Budget” shall mean the financial plan for the project or program that the DOE approves during the Federal agreement process or in subsequent amendments to the Federal agreement. It may include the Federal and non-Federal share or only the Federal share, as determined by DOE.

“Covered Individual” means an individual who (a) contributes in a substantive, meaningful way to the scientific development or execution of the scope of work of the agreement, and (b) is designated as a covered individual by DOE. DOE designates as covered individuals any principal investigator (PI); project director (PD); co-principal investigator (Co-PI); co-project director (Co-PD); project manager; and any individual regardless of title that is functionally performing as a PI, PD, Co-PI, Co-PD, or project manager. Submission of a current and pending support disclosure and/or biosketch/resume for a particular person serves as an acknowledgement that DOE designates that person as a covered individual. DOE may further designate covered individuals during the agreement period of performance.

“Curated Data” shall mean any Data generated in the Technical Objectives.

“Data” shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to Other Transaction (OT) Agreement administration, such as financial, administrative, cost or pricing or management information.

“Data and Intellectual Property Rights Certification” shall mean a formal written statement, signed by an authorized representative of the Awardee, delivered as part of a technical objective, which attests that the Awardee has the necessary legal and contractual rights to all data, software, and intellectual property used in a delivered AI Artifact, sufficient to enable its deployment and use as contemplated under this Agreement.

“Effective Date” shall mean the date upon which the Agreement will enter into force which will be the date of the last signatory to the Agreement.

“Foreign Country of Concern” shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and Belarus, or any other country determined to be a foreign country of concern by the Secretary of State, and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.

“Foreign Entity” shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term “Foreign Countries of Concern” and “Foreign National” are separate terms and not necessarily covered under the definition of a Foreign Entity although “Foreign Countries of Concern” are also “Foreign Entities”.

“Foreign National” shall mean any individual other than a U.S. citizen.

“Government” shall mean the Federal government of the United States of America including its agencies and departments.

“Intellectual Property” shall mean any and all subject inventions, copyrights, and trademarks developed by an Awardee.

“Key Personnel” shall mean the voting board members, C-suite executives, and other senior personnel identified by Awardee.

“Limited rights data” shall mean data developed at private expense and first produced outside the performance of this agreement that embody trade secrets, or are commercial, or financial, and confidential or privileged.

“Material Breach” shall mean a breach by the Awardee or DOE of any of its obligations under this Agreement including those which result, or are likely to result, in the inability of the Awardee or DOE to effectively comply with the terms of this Agreement.

“Model Data” shall mean any data generated in the performance of Technical Objective 3.

“Non-Public Data” shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.

“Organizational Conflicts of Interest” shall mean where the Awardee is unable, or appears to be unable, to be impartial in conducting activities under this Agreement due to its relationships with affiliates, organizations, or any other interested party.

“Project Agreement” means an agreement between the Awardee and their partners/collaborators in the performance of the Technical Objectives, which is intended to address all data rights, including allocation of rights to Project AI Artifacts. The Project Agreement includes agreements with DOE National Laboratory, preferably using the preapproved AI Bridge Agreement and any Data Use Agreement (DUA).

“Project AI Artifact” shall mean AI Artifacts developed in performance of the Technical Objectives, including a Project Agreement.

“Technical Objectives” shall mean the objectives identified in Appendix I – Technical Objectives.

“Unlimited Rights” shall mean the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

U.S. DEPARTMENT OF ENERGY

AWARDEE

By: _____
 [NAME]
 Agreements Officer

By: _____
 [NAME]
 TITLE

Dated: _____

Dated: _____

Appendix I - Technical Objectives

Technical Objectives#	Technical Objective Title	Quarter Due (from project start)	Federal Share	Awardee Cost Share (\$)
<u>1</u>	<u>Agreements and Alignment</u>	<u>1</u>	<u>\$XX</u>	<u>\$XX</u>
<u>Technical Objective Description</u>	The execution of all agreements within the Application Team within 30 days of the effective date of this Genesis Mission Funding Agreement. Attendance at the July 2026 Genesis Mission kick-off meeting. DOE must be provided with a copy of the executed Project Agreement showing execution by at least the Application Team and meeting all requirements of this Genesis Mission Funding Agreement. The Team is encouraged to leverage templates provided by DOE, especially when working with a DOE Laboratory.			
<u>Data Protection</u>	All data delivered to DOE must be delivered with unlimited rights. The Awardee may redact business sensitive portions of the Project Agreement that are not relevant to confirming execution of the agreement amongst the party and compliance with the agreement articles.			
<u>2</u>	<u>Data Curation</u> <u>Note: Technical Objective 2 may be removed if no data will be curated.</u>	<u>TBD</u>	<u>\$XX</u>	<u>\$XX</u>
<u>Technical Objective Description</u>	The curation of all scientific data within the Application Team so that the data is structured, cleaned, and preprocessed in a way that makes it suitable for use in artificial intelligence and machine learning models no later than XXX. 1. A summary report. 2. The curated data must include [Insert a Specific description of the data to be curated]			

Technical Objectives#	Technical Objective Title	Quarter Due (from project start)	Federal Share	Awardee Cost Share (\$)
	3. The curated data will be delivered to [Insert Where Curated Data must be delivered. This should typically include delivery to the American Science Cloud] with the following rights: [Insert Specific Data rights approved by cognizant DOE Patent Counsel] 4. The curated data must: [Insert specific requirements] [including adherence to data quality standards as may be established by the National Science and Technology Council (NSTC) Machine Learning and AI Subcommittee or other relevant Federal guidance, to ensure suitability for artificial intelligence and machine learning models, and specifically for use in developing next-generation microelectronics and accelerating innovation in discovery science and engineering for new energy technologies via the American science cloud, while maintaining appropriate privacy and confidentiality protections.] 5. As a condition of the Technical Objective completion, the Awardee shall deliver to the Agreements Officer (AO) a signed Data and Intellectual Property Rights Certification for the delivered model and all its constituent components. This certification shall, at a minimum, attest to the following: a. That the Awardee has conducted a thorough review of all datasets, software libraries, pre-trained models, and any other intellectual property (collectively, “Model Components”) used in the creation, training, and operation of the delivered AI model. b. That the Awardee possesses sufficient rights to all Model Components to permit the deployment of the model on the American Science Cloud, consistent with the terms of this Agreement, the associated Project Agreement, and the requirements of Public Law 119-21, as applicable. c. That the deployment and use of the model as described in this Agreement does not infringe upon any third-party patent, copyright, trade secret, or other intellectual property right. d. That all data sourcing and licensing documentation have been archived and are available for inspection by DOE upon request.			

Technical Objectives#	Technical Objective Title	Quarter Due (from project start)	Federal Share	Awardee Cost Share (\$)
<u>Data Protection</u>	All data delivered to DOE may be identified as Protected Data except: 1. a summary report; and 2. (a) general test or performance results demonstrating technical breakthroughs, Technical Objectives or achievements; (b) general data demonstrating progress toward meeting DOE's technical targets and (c) any research data contained in publications resulting from the work under the agreement.			
<u>3</u>	<u>Creation of an Artificial Intelligence Model</u> <u>Note: Technical Objective 3 may be removed if no AI models will be generated.</u>	<u>TBD</u>	<u>\$XX</u>	<u>\$XX</u>
<u>Technical Objective Description</u>	Creation of artificial intelligence models no later than XXX . 1. A summary report. 2. The delivered model must have been created using the data curated in Technical Objective two. 3. The model must perform the following functionality: [INSERT SPECIFIC DETAILS ON THE PERFORMANCE CHARACTERISTICS OF A SUCCESSFUL MODEL] [and demonstrate capabilities for interpretability, control, and robustness against adversarial attacks, as well as incorporating secure-by-design principles to mitigate risks of misuse or unauthorized access. Furthermore, the models shall be designed for seamless integration with and provision to the scientific community through the American science cloud, adhering to its operational and data sharing standards to accelerate innovation in discovery science and engineering for new energy technologies.] 4. The model will be: a. provided to the scientific community through the American science cloud to accelerate innovation in discovery science and engineering for new energy technologies; and b. deployed to accelerate innovation in discovery science and engineering for new energy technologies by: [DESCRIBE HOW THE MODEL WILL BE DEPLOYED CONSISTENT WITH P.L. 119-21, §50404]			

<u>Technical Objectives#</u>	<u>Technical Objective Title</u>	<u>Quarter Due (from project start)</u>	<u>Federal Share</u>	<u>Awardee Cost Share (\$)</u>
	5. As a condition of Technical Objective completion, the Awardee shall deliver to the Agreements Officer (AO) a signed Data and Intellectual Property Rights Certification for the delivered model and all its constituent components. This certification shall, at a minimum, attest to the following: 6. That the Awardee has conducted a thorough review of all datasets, software libraries, pre-trained models, and any other intellectual property (collectively, “Model Components”) used in the creation, training, and operation of the delivered AI model. 7. That the Awardee possesses sufficient rights to all Model Components to permit the deployment of the model on the American Science Cloud, consistent with the terms of this Agreement, the associated Project Agreement, and the requirements of Public Law 119-21, as applicable. 8. That the deployment and use of the model as described in this Agreement does not infringe upon any third-party patent, copyright, trade secret, or other intellectual property right. 9. That all data sourcing and licensing documentation have been archived and are available for inspection by DOE upon request.			
<u>Data Protection</u>	All data delivered to DOE may be identified as Protected Data except: 1. a summary of the report; and 2. (a) general test or performance results demonstrating technical breakthroughs, Technical Objectives or achievements; (b) general data demonstrating progress toward meeting DOE's technical targets and (c) any research data contained in publications resulting from the work under the agreement.			
<u>4</u>	<u>Closeout</u>	<u>See individual items</u>	<u>\$TBD</u>	<u>\$TBD</u>

<u>Technical Objectives#</u>	<u>Technical Objective Title</u>	<u>Quarter Due (from project start)</u>	<u>Federal Share</u>	<u>Awardee Cost Share (\$)</u>
<u>Closeout</u>	1. All reports required by Appendix IV. 2. Verification that the Awardee attended any meetings as required during performance of this agreement (other than the July 2026 Genesis Mission Kick-off Meeting). 3. For Phase II Only: Verification that the Awardee attended up to two annual Genesis Mission meetings and participated in coordination activities with other projects.			
<u>Data Protection</u>	All data delivered to DOE must be provided with unlimited rights except the final report may be identified as Protected Data excluding: 1. a summary of the report; (a) general test or performance results demonstrating technical breakthroughs, milestones or achievements; (b) general data demonstrating progress toward meeting DOE's technical targets and (c) any research data contained in publications resulting from the work under the agreement.			

Appendix IV - Reporting Checklist and Instructions

Agreement Number: DE-XXXXXXXXX	Program/Project Title: [Fill-In]	
Awardee: [Fill-In]		
Reporting Requirements	Frequency	Addressees
<u>A. Management Reporting</u> Data Management and Sharing Plan (prior to agreement execution) Special Status Report Invention Reports <u>Phase I</u> Self-Assessment Report (for go/no-go decision) <u>Phase II</u> Integrated Annual Progress Report	O (See (1)) O (See (2)) O (See (3)) O (See (4)) Y (See (5))	A, B, (Add program-specific emails or links as necessary) A, B, (Add program-specific emails or links as necessary) C A, B, (Add program-specific emails or links as necessary) A, B, (Add program-specific emails or links as necessary)
<u>B. Financial Reporting</u> SF-425 Federal Financial Report	F (See (6))	A, B, (Add program-specific emails or links as necessary)
<u>C. Closeout Reporting</u> Final Report SF-428 Tangible Personal Property Reports Forms Family Invention Certification	F (See (7)) F (See (8)) O (See (3))	A, B, (Add program-specific emails or links as necessary) A, B, (Add program-specific emails or links as necessary) A
<u>Frequency Codes and Due Dates:</u> Y – Yearly; within 90 days after the end of the reporting period. O – Other; See special instructions for further details.	F – Final; within 90 calendar days after expiration or termination of the agreement.	
<u>Special Instructions:</u> Your performance in providing on-time report deliverables will be monitored by the Agreements Officer (AO) and/or the DOE Technical Representative. Reports not received by the specified due date are late. Overdue, inaccurate, or non-conforming reports are not acceptable. The AO will withhold payments or take other administrative actions as needed for non-compliance with reporting requirements. Only the AO may waive or excuse required reports. In order for accurate logging and processing of reports, it is critical that reports be sent to all the specified addresses and in the manner requested. The message subject line must include the Agreement Number. Message Subject Line Example: DE-NE000XXXX, Self-Assessment Report. The official Agreement Number must also be identified on all reports. A project number, if assigned by the program manager, may also be included, but is not a substitute for the official Agreement Number. <u>Report Addressees:</u> A – DOE Agreements Specialist B – DOE Technical Representative C - iEdison at https://iedison.nist.gov/		

Reporting Instructions

(1) Data Management and Sharing Plan

1. Prior to execution of the Agreement, the Awardee shall have submitted a Data Management and Sharing Plan (DMSP) for the proposed research following DOE and DOE sponsoring office guidelines. If needed, updates to the DMSP, through the course of the R&D, must be provided to DOE for review and approval. In general, a DMSP should address the following requirements:

- a. Validation and replication of results

The DMSP should describe how scientific data generated in the course of the research project will be publicly shared and preserved in a timely and fair manner that enables validation and replication of results. If data will not be publicly shared and preserved (see "Data sharing limitations"), the DMSP should describe how results could be validated and replicated.

- b. Timely and fair access

The DMSP should provide a plan for making all scientific data displayed in peer-reviewed scholarly publications resulting from the proposed research open, machine-readable, and digitally accessible to the public at the time of publication. This includes data that are displayed in charts, figures, images, etc. In addition, the underlying digital scientific data used to generate peer-reviewed scholarly publications should be made freely available and publicly accessible at the time of publication, in accordance with the principles stated above. The published article should indicate how this data can be accessed. The DMSP should also provide a timeline for sharing digital scientific data produced under the DOE funded R&D effort not associated with peer-reviewed scholarly publications.

- c. Data repository selection

The DMSP should specify the use of digital repositories that align, to the extent practicable, with the National Science and Technology Council document entitled "Desirable Characteristics of Data Repositories for Federally Funded Research," by the Subcommittee on Open Science of the National Science and Technology Council, May 2022.²⁴ In general, DOE does not endorse or require sharing in any specific repository and encourages researchers to select the repository that is most appropriate for their data type and discipline, though individual sponsoring research offices may provide specific guidance or designate a specific repository.

- d. Data management and sharing resources

The DMSP should describe the data management and sharing resources that may be available and used in the course of the proposed research. In particular, a DMSP that

explicitly or implicitly commit data management and sharing resources at a facility beyond what is conventionally made available to approved users should be accompanied by written approval from that facility. In determining the resources available for data management and sharing at DOE scientific user facilities, researchers should consult the published description of data management resources and practices at that facility and reference it in the DMSP.

e. Data sharing limitations

The DMSP must address any limitations of scientific data sharing to facilitate the protection of confidentiality, privacy, business confidential information, and/or security; avoid negative impact on intellectual property rights, innovation, program and operational improvements, and U.S. competitiveness; consider maximizing appropriate sharing through risk-mitigated limited access; preserve the balance between the relative value of long-term preservation and access and the associated cost and administrative burden; and otherwise be consistent with all applicable laws, regulations, and DOE orders and policies. Depending on the DOE funding agreement, a contractor or financial award Awardee may have the right to assert copyright to or protect from public release for certain scientific data products. When contractors or award recipients assert copyright of scientific data, the DMSP should address licensing requirements and any limitations for sharing the copyrighted data. When contractors or award recipients assert data protection, the scientific data will not be shared with the public during the data protection period.

To improve the discoverability of and attribution for datasets created and used in the course of research, DOE encourages the citation of publicly available datasets within the reference section of publications, including using the persistent identifiers associated with the dataset, such as a Digital Object Identifier (DOI).

In addition, scientific data made publicly available through the implementation of a DMSP are required to be reported under any applicable reporting requirements to DOE's Office of Scientific and Technical Information (OSTI). A DOI is a type of persistent identifier that may be assigned to a dataset prior to reporting to OSTI, e.g., by the repository hosting the data or by a publisher. When there is a DOI assigned to a dataset, it must be provided within the metadata record submitted to OSTI. In cases where a data record does not already have an associated DOI, OSTI will assign a DOI for the data record.

DMSPs will be reviewed as part of the overall SC research application merit review process. Applicants are encouraged to consult the SC website for further information and suggestions for how to structure a DMSP: <https://science.osti.gov/funding-opportunities/digital-data-management>.

2. In order for a DMSP to be considered acceptable, the DMSP must address the following:

- a. How FAIR (Findable, Accessible, Interoperable, and Reusable) principles will apply to the anticipated data sets, software, and models to be developed.

- b. What developed software, data sets, and models will be made available using an “opensource” licensing arrangement, noting the Software Package Data Exchange (SPDX) identifier(s) (<https://spdx.org/licenses/>) when possible, and where deviation in this arrangement is expected from The Open Source Initiative’s “Open Source Definition” (<https://opensource.org/osd>), a specific justification must be provided.
 - c. How best practices in scientific software development will be applied to any development activities. For more information on best practices, see Better Scientific Software (<https://bssw.io/>).
3. The Principal Investigator should determine which data should be the subject of the DMSP and, in the DMSP, propose which data should be shared and/or preserved in accordance with the DMSP Requirements noted above. For data that will be generated through the course of the proposed research/work, the Principal Investigator should indicate what types of data should be protected from immediate public disclosure by DOE (referred to as “protected data”) and what types of data that DOE should be able to release immediately. Similarly, for data developed outside of the proposed research work at private expense that will be used in the course of the proposed research work, the Principal Investigator should indicate whether that type of data will be subject to public release or kept confidential (referred to as “limited rights data”). Any use of limited rights data or labeling of data as “protected data” must be consistent with the DMSP Requirements noted above.

(2) Special Status Report

The Awardee shall report the following events to the DOE AO and Technical Representative as soon as possible after they occur:

- a. Developments that have a significant favorable impact on the project, such as significant target accomplishments, significant tests, experiments, or symposia.
- b. Problems, delays, or adverse conditions which materially impair the Awardee’s ability to meet the objectives of the agreement, or which may require DOE to respond to questions relating to such events from the public. For example, the Awardee 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:
 - i. Any single fatality or injuries requiring hospitalization.
 - ii. Any significant environmental permit violation.
 - iii. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes or regulations.
 - iv. Any incident which causes a significant process or hazard control system failure.

- v. Any event which is anticipated to cause a significant schedule slippage or cost increase.
- vi. Any damage to Government-owned equipment in excess of \$50,000.
- vii. Any other incident that has the potential for high visibility in the media.

(3) Invention Report and Invention Certification

The Awardee and subawardee and subcontractor at any tiers must disclose each subject invention to DOE via <https://iedison.nist.gov/> as specified in Appendix II – Patent Rights of this Agreement.

The Awardee shall provide an Invention Certification (available at <https://science.osti.gov/-/media/occ/pdf/Invention-Certification.pdf>) upon closeout including a listings of all Subject Inventions as required by Appendix II – Patent Rights of this Agreement. The Invention Certification shall cover work performed towards the completion of the Milestone by the awardee or any subcontractors or subawardees at any tier.

(4) Self-Assessment Report (Phase I Only)

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

- a. The DOE agreement and report information:
 - i. The DOE Agreement Number (as it appears on the OT Agreement)
 - ii. Awardee Name (as it appears on the OT Agreement)
 - iii. Project Title
 - iv. Project Director / Principal Investigator (PD / PI) Name, Title, and Contact Information (email address and phone number)
 - v. Name of Submitting Official, Title, and Contact Information (email address and phone number)
 - vi. Project Period (Start Date, End Date)
 - vii. Report Submission Date
- b. A written comparison of the actual project accomplishments with the project goals and objectives established for the agreement and reasons why the established goals were not met.

- c. A discussion of what was accomplished under these goals and objectives, 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 the report, 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.
- d. Cost Status. A comparison of the approved budget and the actual costs incurred. If cost sharing is required, the cost breakdown shall show the DOE share, Awardee share, and total costs.
- e. 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.
- f. Describe any changes in project approach or aims and the reasons for these changes. Remember significant changes to the objectives and scope require prior approval by the AO.
- g. Describe any actual or anticipated problems or delays and actions taken or planned to resolve them.
- h. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement.
- i. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - i. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Technical Representative identified in the OT Agreement.
 - ii. Web site or other Internet sites that reflect the results of this project.
 - iii. Networks or collaborations fostered.
 - iv. Technologies/Techniques.
 - v. Inventions/Patent Applications
 - vi. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

(5) Integrated Annual Progress Report (Phase II Only)

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

- a. The DOE agreement and report information:
 - i. The DOE Agreement Number (as it appears on the OT Agreement)
 - ii. Awardee Name (as it appears on the OT Agreement)
 - iii. Project Title
 - iv. Project Director / Principal Investigator (PD / PI) Name, Title, and Contact Information (email address and phone number)
 - v. Name of Submitting Official, Title, and Contact Information (email address and phone number)
 - vi. Project Period (Start Date, End Date)
 - vii. Report Submission Date
- b. A written comparison of the actual project accomplishments with the project goals and objectives established for the agreement and reasons why the established goals were not met.
- c. A discussion of what was accomplished under these goals and objectives, 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 the report, 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.
- d. Cost Status. A comparison of the approved budget and the actual costs incurred. If cost sharing is required, the cost breakdown shall show the DOE share, Awardee share, and total costs.
- e. Schedule Status. List technical objectives, 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.
- f. Describe any changes in project approach or aims and the reasons for these changes. Remember significant changes to the objectives and scope require prior approval by the AO.
- g. Describe any actual or anticipated problems or delays and actions taken or planned to resolve them.

- h. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement.
- i. A description of any product produced or technology transfer activities accomplished during this reporting period, such as:
 - i. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Technical Representative identified in the OT Agreement.
 - ii. Web site or other Internet sites that reflect the results of this project.
 - iii. Networks or collaborations fostered.
 - iv. Technologies/Techniques.
 - v. Inventions/Patent Applications
 - vi. Other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment.

(6) SF-425 Federal Financial Report

The Awardee 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 <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

(7) Final Report

- a. Concurrent with the final ASAP reimbursement, or within 90 days after the early termination of this Agreement, the Awardee shall submit a Final Report making full disclosure of all major developments.
- b. Content. The final report must include the following information:
 - i. Identify the DOE agreement number; project title; name of project director(s)/principal investigator(s); and major subawardees.
 - ii. 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.

- iii. Provide a one to two page executive-level summary, of the major accomplishments of the Agreement. This summary shall include a discussion of the actual or planned benefits of the technologies for the commercial sectors.
 - iv. Provide a comparison of the actual accomplishments with the goals and objectives of the project.
 - v. 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.
 - vi. Identify publications (list journal name, volume, issue), conference papers, or other public releases of results from the agreement. If not provided previously, attach or send copies of any public releases to the DOE Technical Representative.
 - vii. Identify Inventions/Patent Applications, licensing agreements developed under the agreement.
 - viii. Identify other products, such as data or databases, physical collections, audio or video, software or netware, models, educational aid or curricula, instruments or equipment developed under the agreement.
- c. Electronic Submission. The final scientific/technical report must be submitted electronically via the DOE Energy Link System (E-Link) at <http://www.osti.gov/mlink-2413>, or via PAMS as applicable.
- d. 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 AO.
- e. 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 agreement that is protected from public release for a period of time by the articles of the agreement.

(8) 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 temporarily available at https://www.reginfo.gov/public/do/PRAViewIC?ref_nbr=201002-3090-001&icID=192059. The SF-428 is the cover page and the submitter attaches the appropriate form or forms as listed on the SF-428.

- The SF-428A is the Annual report. For Phase I, due 90 calendar days after completion or termination of the agreement. For Phase II, due annually 90 calendar days after the anniversary date of the agreement execution.
- The SF-428B is the Final Award Closeout Report, due 90 calendar days after completion or termination of the agreement.
- The SF-428C 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 agreement the Awardee is provided Government-furnished property or acquires property with project funds and the agreement specifies that the property vests in the Federal Government (i.e. federally owned property), the Awardee 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 90 days after completion or termination of the Agreement for Phase I, and 90 days after anniversary date of the agreement execution for Phase II. 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.

Genesis Mission Project Data Use Agreement (DUA)

Parties	<i>[DOE National Laboratory Project Lead]</i>	<i>[Participant]</i>
Effective Date	[]	
Definitions	AI Artifact	any Data in the form of dataset, code, scripts, pipelines, models (including architectures, and Weights/Parameters), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used or improved under the AI Agreement.
	AI Project Agreement	[INSERT agreement No.] between Laboratory and Participant.
	Background AI Artifact	AI Artifacts owned or controlled by a Party prior to the Agreement.
	Content Provenance	Cryptographic or other mechanisms to attest to source/lineage or watermark synthetic outputs.
	Controlled Unclassified Information (CUI)	Information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html , that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is marked as CUI in accordance with the applicable authorities.
	Data	recorded information, regardless of form or the media on which it may be recorded, including technical data. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing or management information.
	Evaluation Data	Data used to validate, test, or benchmark models under the AI Agreement.
	Fine-Tuned Model	a model derived from a Foundation Model by additional training on task-specific or party-supplied data.
	Foreign Country of Concern	People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, Belarus, or any other country determined to be a country of concern by the Secretary of State, and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country

Parties	<i>[DOE National Laboratory Project Lead]</i>	<i>[Participant]</i>
		determined to be of risk consistent with DOE policies by a unilateral amendment to this AI Agreement.
	Foreign Entity	any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term “Foreign Countries of Concern” and “Foreign National” are separate terms and not necessarily covered under the definition of a Foreign Entity although “Foreign Countries of Concern” are also “Foreign Entities”.
	Foreign National	any individual other than a U.S. citizen.
	Foundation Model	a pre-trained model that can be adapted to a wide range of tasks.
	<i>Generated Information</i>	<i>means information produced in the performance of this CRADA.</i>
	Government	the Federal government of the United States of America including its agencies and departments.
	High-Risk AI	AI systems whose misuse or failure could materially impact safety, security, critical infrastructure, biosafety, or national security.
	Non-Public Data	Data that has not been publicly distributed to others without restriction on further dissemination, including Data with Protected Data markings. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.
	Project AI Artifact	AI Artifacts developed in performance of the AI Agreement.
	Project Models	the one or more models (including architectures, Weights/Parameters) developed in the performance of the AI agreement, including: (INSERT DESCRIPTION OF MODEL)
	Training Data	Data used to train or finetune models under the AI Agreement.
	Unlimited Rights	the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

Parties	[DOE National Laboratory Project Lead]		[Participant]
	Weights/Parameters	internal variables of a machine learning model, including weights and biases, that are optimized through training to enable the model to make predictions or decisions. Included in this definition are quantifiable values representing the strength or influence of connections within a machine learning model, particularly in neural networks.	
“Protected Data” period	5 years	Project AI Artifacts may be marked by the generating party as Protected Data and will be treated in accordance with such markings, except as expressly identified in the Deployment Licenses below.	
Ownership of AI Artifacts	Solely Developed: Each Party owns Project AI Artifacts it solely develops. Jointly Developed: Jointly developed Project AI Artifacts are jointly owned by the Parties.		
Ownership Rights of Fine-Tuned Models (Derived-Work)	Option A: Weights/Parameters are owned by the developing Party, but any use or distribution remains subject to license conditions of the underlying Foundation Model and Background AI Artifacts.	Option B (Joint): Weights/Parameters of Fine-Tuned Models developed under the AI Agreement are jointly owned, subject to Background IP licenses needed to practice.	Option C (Split): Architecture and training code shall be owned by the [Laboratory]; Task-specific Weight/Parameters owned by [Participant]; both grant each other nonexclusive, royalty-free licenses for Government purposes and Project execution.
Government Rights	The Parties may assert copyright in any of their Generated Information. The Government or others acting on its behalf shall retain a nonexclusive, royalty-free, worldwide, irrevocable, non-transferable license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, all copyrightable works produced in the performance of this Agreement, subject to the restrictions this Agreement places on publication of Proprietary Information and Protected Data.		
Background Licenses	Each Party hereby grants all parties performing work under the AI Agreement a nonexclusive, royalty-free, revocable, limited license to use its Background AI Artifacts solely for AI Agreement performance. This license extends to other parties contractually bound to perform work under the AI Agreement.		
Project Licenses	Each Party hereby grants all parties contractually bound to perform work under the AI Agreement a nonexclusive license to use any Project AI Artifacts, solely for AI Agreement performance and internal, non-commercial R&D. Any external distribution or commercialization of Project AI Artifacts requires prior coordination between the Parties and compliance with export control and safety clauses herein.		

Parties	<i>[DOE National Laboratory Project Lead]</i>	<i>[Participant]</i>
Deployment License	<i>Option 1: Deployment by Participant</i> <i>Participant Deployment License: The Participant is granted a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly all Project AI Artifacts for purposes of deploying the Project Models within the United States.</i> <i>Limited DOE and Laboratory License: DOE and the Laboratory each retain a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, prepare derivative works of, perform, display, and distribute Project AI Artifacts. However, for a period of two-years from AI Agreement completion or termination, DOE and the Laboratory will not distribute Non-Public Data that are Project AI Artifacts outside the Government, except to support contractors and laboratory operators pursuant to a Non-Disclosure Agreement (NDA) that explicitly prohibits further distribution.</i>	<i>Option 2: Contractor Licensed</i> <i>Contractor Deployment License: The DOE and Contractor are granted a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly for all Project AI Artifacts for purposes of deploying the Project Models within the United States.</i> <i>Limited Participant License: The Participant retains a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, prepare derivative works of, perform, display, and distribute Non-Public Data that are Project Artifacts. However, the Participant will not distribute Project Artifacts, except to its support contractors pursuant to a Non-Disclosure Agreement (NDA) that explicitly prohibits further distribution.</i>
Open Source	If the parties agree to open-source release of Project AI Artifacts, such release must use a mutually agreed upon license (e.g., Apache-2.0, BSD-3, MIT, CC BY, or model-appropriate licenses) and must not impair Government rights.	
Warranties	Each Party warrants that it has the necessary rights to all information and data exchanged in the performance of work under the AI Agreement for the intended use, including that such data does not violate privacy, confidentiality, third-party IP, or contractual restrictions. Parties shall provide data source and license documentation upon request.	
Sensitive Data	No personally identifiable information (“PII”), protected health information (“PHI”), CUI, export-controlled, classified or other 3 rd party-restricted data will be provided to the other Party unless explicitly authorized in writing and handled under applicable laws, DOE directives, and Protected Data provisions.	
De-Identification	Training/Evaluation Data that is PII or PHI will be de-identified and assessed for re-identification risk; synthetic data will be used to test for memorization or leakage.	
Data Lineage	Parties will maintain data lineage, provenance records, and license terms for all datasets used in training or evaluation.	

Parties	<i>[DOE National Laboratory Project Lead]</i>	<i>[Participant]</i>
Approved Services	Only cloud or third-party services pre-approved by the Parties may be used, and they must provide controls preventing training/retention by the service provider and meet FedRAMP or equivalent security requirements where applicable. No Protected Data or Sensitive Data may be uploaded to public repositories or generative AI services unless explicitly approved by the data owner and configured to prohibit training on such data.	
Framework	The Parties will implement a Responsible AI Plan aligned to NIST AI RMF 1.0 (or successor), including risk identification, measurement, mitigation, and documentation.	
Model/Data Cards	Each released model must include a model card and data card summarizing intended use, limitations, training sources, evaluation metrics, known risks, and recommended safeguards.	
Bias and Performance	Parties shall assess potential bias, robustness, security, privacy risks, and performance limitations using agreed test suites. Results will be provided upon reasonable request.	
Human Oversight	Where applicable, a human-in-the-loop or approval workflow will be defined for safety-critical use cases.	
Safety Review	Prior to release or external use of models or datasets that could enable harmful capabilities (e.g., pathogen design, chemical weaponization, critical infrastructure exploitation), the Parties will conduct red-team testing and a safety assessment (as described in the NIST standard applicable for the project).	
Controlled Distribution	High-Risk AI Artifacts may be gated, access-controlled, or not publicly released. If released, they must include usage restrictions and technical safeguards commensurate with risk.	
Export Control	The Parties will comply with ITAR/EAR and other applicable export controls. Export or Foreign National access to controlled AI Artifacts requires prior applicable government approvals.	
Security Controls	Parties will apply security controls commensurate with data/model sensitivity, referencing NIST SP 800-53/800-171 for controlled data and lab policies. Access will be least-privilege with auditing and logging.	
Incident Response	Security incidents affecting AI Artifacts must be promptly reported to the other Party, with coordinated remediation.	
Content Provenance	Parties will embed watermarks or industry-standard provenance in synthetic outputs and document the method and limitations.	
Pre-Publication Review	Publications, releases, and demos will be coordinated between the Parties to prevent disclosure of Protected Data, privacy-sensitive data, or export -controlled information. Model/data cards are part of the release package.	
Benchmarking	Benchmark results may be published after review by both Parties.	
Prohibited Uses	Project AI artifacts shall only be used in accordance with applicable laws, regulation, and U.S. national security requirements.	

Parties	<i>[DOE National Laboratory Project Lead]</i>	<i>[Participant]</i>
Prohibition against Safety-Critical Claims	No Party shall make clinical, diagnostic, safety-critical, or regulatory claims based on Project AI Artifacts without appropriate validation and approvals.	
No Performance Guarantees	Project AI Artifacts and Project Models are provided “as-is” without warranties of accuracy, fitness, or non-infringement beyond the terms in the respective funding agreements referenced in the AI Agreement.	
Output Responsibility	Each Party is responsible for its own downstream use of AI outputs and shall not attribute statements made by generative models to the other Party without consent.	
Logs	Parties will retain training/evaluation logs, data lineage, and model versioning (including hyperparameters and seeds) sufficient to reproduce results and support safety audits.	

Access Restrictions and Limited U.S. First Deployment	(a) Definitions a. “AI Artifact” shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Project Agreement. b. “Data” shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to Other Transaction (OT) Agreement administration, such as financial, administrative, cost or pricing or management information. c. “Foreign Country of Concern” shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and Belarus, or any other country determined to be a foreign country of concern by the Secretary of State, and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement. d. “Foreign Entity” shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term “Foreign Countries of Concern” and “Foreign National” are separate terms and not necessarily covered under the definition of a Foreign Entity although “Foreign Countries of Concern” are also “Foreign Entities”. e. “Foreign National” shall mean any individual other than a U.S. citizen. f. “Government” shall mean the Federal government of the United States of America including its agencies and departments. g. “Intellectual Property” shall mean any and all subject inventions, copyrights, and trademarks developed by an Awardee. h. “Non-Public Data” shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination. i. “Project Agreement” means an agreement between the Awardee and their partners/collaborators in the performance of the Milestones, which is intended to address all data rights, including allocation of rights to Project AI Artifacts. The Project Agreement includes agreements with DOE National Laboratory, preferably using the preapproved AI BRIDGE AGREEMENT containing a Data Use
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Parties	<i>[DOE National Laboratory Project Lead]</i>	<i>[Participant]</i>
	Agreement (DUA) template that complies with Article 3.2. j. “Project AI Artifact” shall mean AI Artifacts developed in performance of the Milestones, including a Project Agreement. (b) Access and Transfer Prohibition. Awardee agrees not to provide or allow others to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, or control by a government or entity subject to the jurisdiction of a Foreign Country of Concern, without DOE’s prior written approval. Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of intellectual property to the general public (e.g. an open-source license or public domain). (c) Limited U.S. First Deployment. For a period of two years from the completion or termination of the Prime Agreement with DOE, the Awardee agrees not to provide or allow others to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, or control by a government or entity not subject to the jurisdiction of the United States of America, without DOE’s prior written approval. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of Intellectual Property or Non-Public Data to the general public (e.g. an open-source license or public domain). Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance. (d) Immediate Access Termination. Any access or transfer of rights in violation of the above terms shall be immediately null and void. In the event of any rights holder's bankruptcy or related financial proceeding, insolvency, or other material financial distress that, in the sole judgment of DOE, creates an unmanageable risk of unauthorized transfer or disclosure of Intellectual Property and/or Non-Public Data to a Foreign Country of Concern, all rights granted or access provided shall terminate immediately, and the Awardee shall take all necessary steps to secure and prevent further dissemination of such Intellectual Property and/or Non-Public Data. (e) The Awardee shall include this clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, that may include the exchange of Non-Public Data.	

Parties	<i>[DOE National Laboratory Project Lead]</i>	<i>[Participant]</i>
Open-Source Contribution	Contributions to external open-source AI projects require prior review to ensure they do not disclose Protected Data or controlled capabilities.	
Open-Source Attribution	Publications and open-source releases shall acknowledge DOE support and the Parties per the funding agreements referenced in the AI Agreement.	
Access to Computing Resources	Use of DOE Laboratory HPC, on-site, or cloud resources shall comply with laboratory policies, user facility rules (including computing allocations), and security controls. Remote access is restricted to approved identities and endpoints.	
Post-Term Rights	After the protection period, Project AI Artifacts not subject to export or safety restrictions may be released under agreed terms. Ongoing use of Background AI Artifacts is not permitted absent a separate license agreement.	
Survival	Safety, export control, and misuse restrictions survive termination as applicable by law and funding agreements referenced in the AI Agreement.	

Potential Attachments (if/as needed for operational clarity and tailoring)

Attachment A: AI Artifact Register (background vs project; ownership; licenses; encumbrances)

Attachment B: Data Inventory and Provenance (sources, licenses, privacy status, de-identification)

Attachment C: Approved Tools/Services (clouds, APIs; terms; retention/training settings)

Attachment D: Responsible AI and Safety Plan (NIST AI RMF alignment; evaluation metrics; red-team plan; release gating; content provenance)

Attachment E: Computing Resources and Access (allocations, environments, controls, contacts)

BRIDGE AGREEMENT FOR GENESIS MISSION PROJECTS

Authority 15 U.S.C. 3710a

[INSERT AGREEMENT IDENTIFIER] (“Agreement”)

[CONTRACTOR], as Management and Operating (M&O) Contractor for [DOE National Laboratory] is performing under [INSERT CONTRACT NUMBER] with the U.S. Department of Energy (DOE). The obligations of [CONTRACTOR] shall apply to any successor operator of [DOE NATIONAL LABORATORY].

1. LAB AGREEMENT NO. [Lab funding agreement]	2. [OTA IDENTIFIER] [Participant funding agreement]
3. TO: [LABORATORY CONTACT INFO]	4. FROM: [PARTICIPANT CONTACT INFO]
5. [DOE PROGRAM INFO]	6. DATA PROTECTION: ☐ Protected Data (___ years identified in OTA)
7. PARTICIPANT’S GENESIS MISSION OTA AGREEMENT:	
8. WORK: [Contractor] will collaborate with Participant for “Insert Project Title Here” in accordance with Appendix A, Statement of Work, dated [INSERT DATE]. The Participant and Contractor will promptly finalize the GM Project Data Use Agreement (DUA) consistent with the OTA deliverables (e.g. Milestones or Technical Objectives). The work is subject to site access requirements, and first deployment requirements in the OTA, for example. foreign national access (DOE O 142.3B), foreign ownership or interests (DOE O 485.1), security review, and site access controls, and all Access Restrictions of the Laboratory. This Agreement expires [INSERT DATE CONSISTENT WITH SOW] (“Expiration Date”)	
9. AGREEMENT FUNDING AMOUNT (No Funds Exchanged) Participant’s estimated contribution (in-kind): \$ Government’s estimated contribution to Contractor (provided directly to Contractor): \$	
	TOTAL: \$XX,XXX

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

FOR: [CONTRACTOR]	FOR: [PARTICIPANT]
(Signature) (Date)	(Signature) (Date)
(Name)	(Name)
(Title)	(Title)

TERMS AND CONDITIONS

1. The Contractor, subject to available funding, and Participant, agree to collaborate as described in the Statement of Work attached as Appendix A. Each party's performance of work is subject to the funding agreement identified on the cover page of this agreement. Contractor and Participant are each referred to herein as Party and collectively as Parties. A Party may authorize others to perform work on its behalf subject to these same terms with the written consent of the other party. A Party's use of others to perform work on its behalf under this Agreement does not alter that Party's sole responsibility for the work and does not relieve that Party of its obligations under this Agreement.

2. To the extent that intellectual property is developed under this Agreement, rights between the Parties shall be as follows: For inventions, copyrightable information, and data generated by the Contractor under this Agreement, the Contractor's M&O Contract applies. For inventions, copyrightable information, and data generated by the Participant under this Agreement, the Participant's Other Transactions Agreement (OTA) applies. The Parties agree to disclose to each other each Subject Invention (as defined in their respective M&O Contract or OTA) within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for patent matters of the disclosing Party. Participant acknowledges that Contractor has offered to Participant an option to negotiate an exclusive license for a pre-negotiated field of use for reasonable compensation to any Contractor Subject Invention.

3. Information generated by the Parties under this Agreement may be marked as "Protected Data" by the generating Party as authorized in the Participant's OTA. The Parties and the Government shall have unlimited rights, *i.e.*, no nondisclosure or use limitations in all information generated under the Agreement not marked as Protected Data. Each Party agrees to not disclose to a third party properly marked Protected Data in accordance with the marking authorized by the Participant's OTA, unless otherwise agreed upon in writing. Other than Protected Data, neither Party shall exchange information under this Agreement that it considers to be subject to disclosure restrictions except as may be authorized under a DUA that establishes the terms and conditions of such exchange. The Parties agree to secure pre-publication review from each other wherein the non-publishing Party shall provide within 30 days any written objections to be considered by the publishing Party and to produce a final report

4. Any tangible personal property produced or acquired in conducting the work under this Agreement shall be owned by the Party paying for it. There will be no jointly funded tangible personal property. Tangible personal property shall be disposed of as directed by the owner at the owner's expense. Additional terms applicable to tangible personal property may be addressed in an Appendix or separate agreement, with this Agreement controlling if there is a conflict with this Agreement.

5. This Agreement may be terminated by either Party with 30 days written notice to the other Party. The effective date of this Agreement shall be the signature date of the last of the Parties to sign this Agreement. If not earlier terminated by either Party this Agreement will expire on the Expiration Date listed above.

6. THE GOVERNMENT, THE PARTICIPANT, AND THE CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS

TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT, THE PARTICIPANT, NOR THE CONTRACTOR SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT.

7. To the extent permitted by state law and except for any liability resulting from any negligent acts, willful misconduct, or omissions of the Contractor or the Government, the Participant indemnifies the Government and the Contractor for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage as a result of the making, using, or selling of a product, process, or service by or on behalf of the Participant, its assignees, or its licensees, which was derived from this Agreement.

8. EACH PARTY IS RESPONSIBLE FOR ITS OWN COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS. EXPORT LICENSES OR OTHER AUTHORIZATIONS FROM THE U.S. GOVERNMENT MAY BE REQUIRED FOR THE EXPORT OF GOODS, TECHNICAL DATA, OR SERVICES UNDER THIS AGREEMENT.

9. The Parties shall attempt to jointly resolve all disputes arising from this Agreement. The Participant is encouraged to contact the Contractor's Technology Partnership Ombudsman to try to resolve any dispute. If the Parties are unable to resolve a dispute within a reasonable period of time, the Parties agree to submit the dispute to a third-party mediation process that is mutually agreed upon by the Parties. Any dispute under this Agreement shall be governed by U.S. Federal law.

10. If the Participant is performing work at Contractor's Laboratory, as a precondition to performing such work Participant must complete all Contractor's Site Access documents and requirements. Participant must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of DOE and Contractor. In the event the Participant fails to comply with said regulations and requirements, Contractor may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Participant's activities at the Laboratory.

11. This Agreement, including the Appendix A Statement of Work and the DUA, represents the entire understanding between the Parties, and supersedes all other prior agreements, express or implied, between the Parties concerning the subject matter of this Agreement. Use of the name of a Party, or its employees in any promotional activity, including press releases, regarding this Agreement, requires written approval of the named Party. Any agreement to materially change any terms or conditions of this Agreement, the Appendix A, or the DUA shall be valid only if the change is made in writing, executed by the Parties hereto and approved by DOE.

BRIDGE AGREEMENT FOR GENESIS MISSION PROJECTS

Authority 15 U.S.C. 3710a

[INSERT AGREEMENT IDENTIFIER] ("Agreement")

[CONTRACTOR], as Management and Operating (M&O) Contractor for [DOE National Laboratory] is performing under [INSERT CONTRACT NUMBER] with the U.S. Department of Energy (DOE). The obligations of [CONTRACTOR] shall apply to any successor operator of [DOE NATIONAL LABORATORY].

1. LAB AGREEMENT NO. [Lab funding agreement]	2. [OTA IDENTIFIER] [Participant funding agreement]
3. TO: [LABORATORY CONTACT INFO]	4. FROM: [PARTICIPANT CONTACT INFO]
5. [DOE PROGRAM INFO]	6. DATA PROTECTION: ☐ Protected Data (___ years identified in OTA)
7. PARTICIPANT'S GENESIS MISSION OTA AGREEMENT:	
8. WORK: [Contractor] will collaborate with Participant for "Insert Project Title Here" in accordance with Appendix A, Statement of Work, dated [INSERT DATE]. The work is subject to site access requirements, and first deployment requirements in the OTA, for example. foreign national access (DOE O 142.3B), foreign ownership or interests (DOE O 485.1), security review, and site access controls, and all Access Restrictions of the Laboratory. This Agreement expires [INSERT DATE CONSISTENT WITH SOW] ("Expiration Date")	
9. AGREEMENT FUNDING AMOUNT (No Funds Exchanged) Participant's estimated contribution (in-kind): \$ Government's estimated contribution to Contractor (provided directly to Contractor): \$	
	TOTAL: \$XX,XXX

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS

FOR: [CONTRACTOR]	FOR: [PARTICIPANT]
(Signature) (Date)	(Signature) (Date)
(Name)	(Name)
(Title)	(Title)

TERMS AND CONDITIONS

1. The Contractor, subject to available funding, and Participant, agree to collaborate as described in the Statement of Work attached as Appendix A. Each party's performance of work is subject to the funding agreement identified on the cover page of this agreement. Contractor and Participant are each referred to herein as Party and collectively as Parties. A Party may authorize others to perform work on its behalf subject to these same terms with the written consent of the other party. A Party's use of others to perform work on its behalf under this Agreement does not alter that Party's sole responsibility for the work and does not relieve that Party of its obligations under this Agreement.

2. To the extent that intellectual property is developed under this Agreement, rights between the Parties shall be as follows: For inventions, copyrightable information, and data generated by the Contractor under this Agreement, the Contractor's M&O Contract applies. For inventions, copyrightable information, and data generated by the Participant under this Agreement, the Participant's Other Transactions Agreement (OTA) applies. The Parties agree to disclose to each other each Subject Invention (as defined in their respective M&O Contract or OTA) within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for patent matters of the disclosing Party. Participant acknowledges that Contractor has offered to Participant an option to negotiate an exclusive license for a pre-negotiated field of use for reasonable compensation to any Contractor Subject Invention.

3. The Parties and the Government shall have unlimited rights, i.e., no nondisclosure or use limitations in all information generated under the Agreement. Neither Party shall exchange information under this Agreement that it considers to be proprietary. Each Party expressly warrants that it has the necessary rights to distribute to DOE, the Contractor and the public all information exchanged.

4. Any tangible personal property produced or acquired in conducting the work under this Agreement shall be owned by the Party paying for it. There will be no jointly funded tangible personal property. Tangible personal property shall be disposed of as directed by the owner at the owner's expense. Additional terms applicable to tangible personal property may be addressed in an Appendix or separate agreement, with this Agreement controlling if there is a conflict with this Agreement.

5. This Agreement may be terminated by either Party with 30 days written notice to the other Party. The effective date of this Agreement shall be the signature date of the last of the Parties to sign this Agreement. If not earlier terminated by either Party this Agreement will expire on the Expiration Date listed above.

6. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN 3, THE GOVERNMENT, THE PARTICIPANT, AND THE CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT, THE PARTICIPANT, NOR THE CONTRACTOR

SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT.

7. The Parties agree that they will assert Copyright in all data generated under this Agreement (e.g. curated data, AI Model, including its source code, model weights/parameters, and architecture) and use a mutually agreed-upon open-source copyright license (including an appropriate disclaimer) with the intention that the generated data will be made publicly available once finalized.

8. EACH PARTY IS RESPONSIBLE FOR ITS OWN COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS. EXPORT LICENSES OR OTHER AUTHORIZATIONS FROM THE U.S. GOVERNMENT MAY BE REQUIRED FOR THE EXPORT OF GOODS, TECHNICAL DATA, OR SERVICES UNDER THIS AGREEMENT.

9. The Parties shall attempt to jointly resolve all disputes arising from this Agreement. The Participant is encouraged to contact the Contractor's Technology Partnership Ombudsman to try to resolve any dispute. If the Parties are unable to resolve a dispute within a reasonable period of time, the Parties agree to submit the dispute to a third-party mediation process that is mutually agreed upon by the Parties. Any dispute under this Agreement shall be governed by U.S. Federal law.

10. If the Participant is performing work at Contractor's Laboratory, as a precondition to performing such work Participant must complete all Contractor's Site Access documents and requirements. Participant must comply with all applicable safety, health, access to information, security and environmental regulations and the requirements of DOE and Contractor. In the event the Participant fails to comply with said regulations and requirements, Contractor may, without prejudice to any other legal or contractual rights, issue an order stopping all or any part of Participant's activities at the Laboratory.

11. The Parties agree to secure pre-publication review from each other wherein the non-publishing Party shall provide within 30 days any written objections to be considered by the publishing Party. The Parties agree to produce a final report, including an abstract suitable for release to the public at time of completion or termination. The Contractor has the responsibility to provide this information at the time of its completion to the DOE Office of Scientific and Technical Information.

12. This Agreement, including the Appendix A Statement of Work, represents the entire understanding between the Parties, and supersedes all other prior agreements, express or implied, between the Parties concerning the subject matter of this Agreement. Use of the name of a Party, or its employees in any promotional activity, including press releases, regarding this Agreement, requires written approval of the named Party. Any agreement to materially change any terms or conditions of this Agreement or Appendix A shall be valid only if the change is made in writing, executed by the Parties hereto and approved by DOE.

37 CFR 401.14 DOE Modified Patent Rights Clause*

**the standard patent rights clause at 37 CFR 401.14 has been modified to (1) reflect DOE required subcontracting instructions pursuant to 37 CFR 401.5(a) as well as the deletion of the definition of contractor that does not apply based on the subcontracting instructions; (2) change acquisition terms of contractor, contract and subcontract to financial assistance terms of Awardee, Agreement, subaward or agreement pursuant to 37 CFR 401.5(c); and (3) include paragraph (n) U.S. competitiveness provision pursuant to the Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies executed by DOE on June 7, 2021.*

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) Subject invention means any invention of the Awardee conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) Statutory period means the one-year period before the effective filing date of a claimed invention in a patent application during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(b) Allocation of Principal Rights

The Awardee may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Awardee retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. This license specifically extends to the use of subject inventions within the “American science cloud” and for the development and dissemination of AI models for science and engineering as described in §50404 of P.L. 119-21.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Awardee

(1) The Awardee will disclose each subject invention to the Federal agency within two months after the inventor discloses it in writing to Awardee personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention, and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Awardee will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Awardee. If required by the Federal agency, the Awardee will provide periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to the agency during the period covered by the report, and will provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.

(2) The Awardee will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3)(i) The Awardee will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use.

(ii) If the Awardee files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. So long as there is a pending patent application for the subject invention and the statutory period wherein valid patent protection can be obtained in the United States has not expired, additional provisional applications may be filed

within the initial 10 months or any extension period granted under paragraph (c)(5) of this clause. If an extension(s) is granted under paragraph (c)(5) of this clause, the Awardee shall file a nonprovisional patent application prior to the expiration of the extension(s) or notify the agency of any decision not to file a nonprovisional application prior to the expiration of the extension(s), or if earlier, 60 days prior to the end of any statutory period wherein valid patent protection can be obtained in the United States.

(iii) The Awardee will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(iv) If required by the Federal agency, the Awardee will provide the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the Awardee has applied for a patent.

(4) For any subject invention with Federal agency and Awardee co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. § 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the Awardee, may file such application at its own expense, provided that the Awardee retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a Awardee has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the Awardee within 60 days of receiving the request.

(6) In the event a subject invention is made under funding agreements of more than one agency, at the request of the Awardee or on their own initiative the agencies shall designate one agency as responsible for administration of the rights of the government in the invention.

(d) Conditions When the Government May Obtain Title

(1) A Federal agency may require the Awardee to convey title to the Federal agency, of any subject invention -

(i) If the Awardee fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(ii) In those countries in which the Awardee fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Awardee has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the Awardee shall continue to retain title in that country.

(iii) In any country in which the Awardee decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(iv) Upon breach of paragraph (n) U.S. Competitiveness of this Patent Rights clause.

(2) A Federal agency at its discretion, may waive the requirement for the Awardee to convey title to any subject invention.

(e) Minimum Rights to Awardee and Protection of the Awardee Right to File

(1) The Awardee will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Awardee fails to disclose the invention within the times specified in (c), above. The Awardee's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Awardee is a party and includes the right to grant sublicenses of the same scope to the extent the Awardee was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Awardee's business to which the invention pertains.

(2) The Awardee's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 C.F.R. § part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Awardee has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Awardee, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the Awardee a written notice of its intention to revoke or modify the license, and the Awardee will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Awardee) after the notice to show cause why the license should not be revoked or modified. The Awardee has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Awardee Action to Protect the Government's Interest

(1) The Awardee agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Awardee elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout

the world in that subject invention.

(2) The Awardee agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Awardee each subject invention made under agreement in order that the Awardee can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the Awardee the entire right, title and interest in and to each subject invention made under agreement, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Awardee shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the Awardee will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

(4) The Awardee agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under awarded by U.S. Department of Energy. The government has certain rights in the invention."

(g) Subaward/Contract

(1) The Awardee will include this clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, for experimental, developmental, or research work. The subAwardee/contractor will retain all rights provided for the Awardee in this clause, and the Awardee will not, as part of the consideration for awarding the subaward/ contract, obtain rights in the subAwardee's/contractor's subject inventions.

(2) The above requirement in (g)(1) does not apply for any agreement with a DOE laboratory. The Awardee and the DOE laboratory shall use a technology transfer agreement (e.g., Bridge Agreement, Strategic Partnership Project (SPP), Cooperative Research and Development Agreement (CRADA)) that is executed by the Awardee and the DOE laboratory and approved by DOE. The technology transfer agreement will provide the applicable patent rights clause for the work to be performed by the DOE laboratory.

(h) Reporting on Utilization of Subject Inventions

The Awardee agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Awardee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Awardee, and such other data and information as the agency may reasonably specify. The Awardee also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Awardee.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the Awardee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Awardee or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The Awardee agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Awardee, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Awardee, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the Awardee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Awardee, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Awardee, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of

this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations If the Awardee is a nonprofit organization, it agrees that:

- (i) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Awardee;
- (ii) The Awardee will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (iii) The balance of any royalties or income earned by the Awardee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (iv) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that, when appropriate, it will give a preference to a small business firm when licensing a subject invention;
- (v) The Federal agency may review the Awardee's licensing program and decisions regarding small business applicants, and the Awardee will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the Awardee could take reasonable steps to more effectively implement the requirements of paragraph (k)(4) of this clause; and
- (vi) The Federal agency may take into consideration concerns presented by small businesses in making such determinations in paragraph (k)(5) of this clause.

(l) Communication

All communications under this clause shall be submitted through iEdison <https://www.nist.gov/iedison> to the extent possible, unless otherwise directed by DOE Patent Counsel. For assistance with iEdison, please contact iedison@nist.gov. For assistance regarding DOE's administration of Subject Inventions or patents, please contact Intellectual Property Law (IPL) at (630) 283-7117 or Chicago- IP@science.doe.gov. All other questions should be directed to:

(For Office of Science)

Michael J. Dobbs

Deputy Chief Counsel Intellectual Property Law

U.S. Department of Energy

9800 S. Cass Ave., Lemont, IL 60439

Email: Mike.Dobbs@science.doe.gov

Office: (331) 465-1317

(insert Cognizant Patent Counsel)

(m) Electronic Filing.

(1) Unless otherwise requested or directed by the Federal agency --

- (i) The written disclosure required in (c)(1) of this clause shall be electronically filed;
- (ii) The written election required in (c)(2) of this clause shall be electronically filed; and
- (iii) If required by the agency to be submitted, the close-out report in paragraph (c)(1) of this clause and the patent information and periodic reporting identified in paragraph (c)(3) of this clause shall be electronically filed.

(2) Other written notices required in this clause may be electronically delivered to the agency or the contractor through an electronic database used for reporting subject inventions, patents, and utilization reports to the funding agency.

(n) U.S. Competitiveness

The Awardee agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Awardee can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Awardee agrees that it will not license, assign or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. In the event that the Awardee or other such entity receiving rights in the Subject Invention undergoes a change in ownership amounting to a controlling interest, the Awardee or other such entity receiving rights shall ensure continual compliance with the requirements of this paragraph (n) and shall inform DOE, in writing, of the change in ownership within six months of the change. The Awardee and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph (n). The Awardee will include this paragraph (n) in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

(o) The requirements, rights and administration of paragraph (n) are further clarified as follows:

1. Waivers. The Awardee (or any entity subject to paragraph (n)) may request a waiver or modification of paragraph (n). Such waivers or modifications may be granted when DOE determines that (1) the Awardee (or any entity subject to paragraph (n)) has demonstrated, with quantifiable data, that manufacturing in the United States is not commercially feasible and (2) a waiver or modification would best serve the interests of the United States and the general public.
2. Final determination of breach of paragraph (n). If DOE determines the Awardee is in breach of paragraph (n), the Department may issue a final written determination of such breach. If such determination includes a demand for title to the subject inventions under the award, the demand for title will cause an

immediate conveyance and assignment of all rights to all subject inventions under the Agreement to the United States Government, including all pending U.S. and foreign patent applications and all U.S. and foreign patents that cover any subject invention, without compensation. Any such final determination shall be signed by the cognizant DOE Contracting Officer with the concurrence of the Assistant General Counsel for Technology Transfer & Intellectual Property. Advanced notice will be provided for comment to the Awardee before any final written determination by DOE is issued.

3. Pursuant to Awardee's agreement in paragraph (n) to not license, assign or otherwise transfer rights to subject inventions at any tier unless the entity agrees to paragraph (n): any such license, assignment, or other transfer of right to any subject invention developed under the Agreement shall contain paragraph (n) suitably modified to properly identify the parties. If a licensee, assignee, or other transferee of rights to any subject invention is finally determined by DOE in writing to be in breach of paragraph (n), the applicable license, assignment or other transfer shall be deemed null and void. Advanced notice will be provided for comment to the non-complying party before any final written determination by DOE is made.

For clarity, if the forfeiture of title to any subject invention is due to a breach of paragraph (n), the Awardee shall not be entitled to any compensation, or to a license to the subject invention including the reserved license in section (e)(1), unless DOE grants a license through a separately agreed upon licensing

(a) Allocation of Principal Rights¹

The Awardee may retain the entire right, title, and interest throughout the world to each Subject Invention subject to the provisions of this clause. With respect to any Subject Invention in which the Awardee retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the Subject Invention throughout the world. This license specifically extends to the use of Subject Inventions within the “American science cloud” and for the development and dissemination of AI models for science and engineering as described in §50404 of P.L. 119-21.

(b) Invention Disclosure, Election of Title and Filing of Patent Application by Awardee

- (1) The Awardee will disclose each Subject Invention to DOE prior to the corresponding request for Milestone Payment or prior to termination of this Agreement that the Awardee has received from an inventor in writing with sufficient detail to enable a patent attorney to reasonably prepare a patent application. After the corresponding request for Milestone Payment, the Awardee will disclose any additional Subject Inventions to DOE within two months after the inventor discloses it in writing with sufficient detail to enable a patent attorney to reasonably prepare a patent application. The disclosure to DOE shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention, and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to DOE, the Awardee will promptly notify DOE of the acceptance of any manuscript describing the invention for publication, or of any on sale or public use planned by the Awardee. The Awardee shall provide an Invention Certification (available at <https://science.osti.gov/-/media/occ/pdf/Invention-Certification.pdf>) including a listings of all Subject Inventions disclosed to the Awardee by an inventor in writing with sufficient detail to enable a patent attorney to reasonably prepare a patent application and made in the performance of a Milestone or stating none prior to the request for Milestone Payment or termination of this Agreement.
- (2) The Awardee will elect in writing whether or not to retain title to any such invention by notifying DOE within two years of disclosure to DOE. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

¹ The definitions in 37 C.F.R. § 401.14(a) are incorporated herein by reference.

- (3) The Awardee will file its initial patent application on a Subject Invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public.
- (4) Requests for extension of the time for disclosure, election, and filing under paragraphs (1), (2), and (3) of this clause may, at the discretion of DOE, be granted. When an Awardee has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted, unless DOE notifies the Awardee within 60 days of receiving the request.

(c) Conditions When the Government May Obtain Title

The Awardee will convey to DOE, upon written request, title to any Subject Invention –

- (1) If the Awardee fails to disclose a Subject Invention within the times specified in Paragraph (a) of this clause or if the Awardee fails to elect title to the Subject Invention within the times specified in paragraph (a) of this clause or elects not to retain title and the Awardee has been given at least 30 days to cure the failure to elect title.
- (2) In those countries in which the Awardee fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Awardee has filed a patent application in a country after the times specified in paragraph (a) of this clause, but prior to its receipt of the written request of the Federal agency, the Awardee shall continue to retain title in that country.
- (3) In any country in which the Awardee decides not to continue the prosecution of any non-provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a Subject Invention.
- (4) Upon breach of paragraph (k) U.S. Competitiveness of this Patent Rights clause.

(d) Awardee Action to Protect the Government's Interest

- (1) The Awardee agrees to execute or to have executed and promptly deliver to DOE a [Confirmatory License](#) to (i) establish or confirm the rights the Government has throughout the world in those Subject Inventions to which the Awardee elects to retain title.
- (2) The Awardee agrees to convey title to the Federal agency when requested under paragraph (b) above and to enable the government to obtain patent protection throughout the world in that Subject Invention. The Awardee agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Awardee each Subject Invention made under agreement in order that the Awardee can comply with the disclosure provisions of paragraph (a) of this clause
- (3) For each Subject Invention, the Awardee will, no less than 60 days prior to the expiration of the statutory deadline, notify DOE of any decision: Not to continue the prosecution of a non-provisional patent application; not to pay a maintenance,

annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a post-issuance submission, and supplemental examination.

- (4) The Awardee agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a Subject Invention, the following statement, “This invention was made with government support under awarded by U.S. Department of Energy. The government has certain rights in the invention.”

(e) Subawards

- (1) The Awardee will include this Appendix II, suitably modified to identify the parties, in all subawards and subcontracts, regardless of tier, for experimental, developmental or research work, unless otherwise approved in writing by DOE.
- (2) Notwithstanding the above, all agreements with DOE Laboratories must use an agreement approved by DOE.
- (3) DOE and the Awardee agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by this clause.

(f) Reporting on Utilization of Subject Inventions

Upon the request of DOE, the Awardee agrees to submit periodic reports no more frequently than annually on the utilization of a Subject Invention or on efforts at obtaining such utilization that are being made by the Awardee or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Awardee, and such other data and information as the agency may reasonably specify. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the government without permission of the Awardee.

(g) Preference for United States Industry

Notwithstanding any other provision of this clause, the Awardee agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Awardee or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in Rights

The Awardee agrees that with respect to any subject invention in which it has acquired

title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the Awardee, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Awardee, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

- (1) Such action is necessary because the Awardee or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Awardee, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Awardee, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(i) Special Provisions for Agreements with Nonprofit Organizations

If the Awardee is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Awardee;
- (2) The Awardee will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the Awardee with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that, when appropriate, it will give a preference to a small business firm when licensing a subject invention;
- (5) The Federal agency may review the Awardee's licensing program and decisions regarding small business applicants, and the Awardee will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the Awardee could take reasonable steps to more effectively implement the requirements of paragraph (4) of this clause (i); and
- (6) The Federal agency may take into consideration concerns presented by small businesses in making such determinations in paragraph (5) of this clause (i).

(j) All communications under this clause shall be submitted through iEdison

<https://www.nist.gov/iedison> to the extent possible, unless otherwise directed by DOE

Patent Counsel. For assistance with iEdison, please contact iedison@nist.gov. For assistance regarding DOE's administration of Subject Inventions or patents, please contact Intellectual Property Law (IPL) at (630) 283-7117 or Chicago-IP@science.doe.gov. All other questions should be directed to:

(for Office of Science)
Michael J. Dobbs, Deputy Chief Counsel
Intellectual Property Law
U.S. Department of Energy
9800 S. Cass Ave., Lemont, IL 60439
Email: Mike.Dobbs@science.doe.gov
Office: (331) 465-1317
Mobile: (630) 631-8360
(insert Cognizant Patent Counsel)

(k) U.S. Competitiveness

The Awardee agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Awardee can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Awardee agrees that it will not license, assign or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. In the event that the Awardee or other such entity receiving rights in the Subject Invention undergoes a change in ownership amounting to a controlling interest, the Awardee or other such entity receiving rights shall ensure continual compliance with the requirements of this paragraph (k) and shall inform DOE, in writing, of the change in ownership within six months of the change. The Awardee and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph (k). The Awardee will include this paragraph (k) in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

(l) The requirements, rights and administration of paragraph (k) are further clarified as follows:

1. Waivers. The Awardee (or any entity subject to paragraph (k)) may request a waiver or modification of paragraph (k). Such waivers or modifications may be granted when DOE determines that (1) the Awardee (or any entity subject to paragraph (n)) has demonstrated, with quantifiable data, that manufacturing in the United States is not commercially feasible and (2) a waiver or modification would best serve the interests of the United States and the general public.
2. Final determination of breach of paragraph (k). If DOE determines the Awardee is in breach of paragraph (k), the Department may issue a final written

determination of such breach. If such determination includes a demand for title to the subject inventions under the award, the demand for title will cause an immediate conveyance and assignment of all rights to all subject inventions under the Agreement to the United States Government, including all pending U.S. and foreign patent applications and all U.S. and foreign patents that cover any subject invention, without compensation. Any such final determination shall be signed by the cognizant DOE Contracting Officer with the concurrence of the Assistant General Counsel for Technology Transfer & Intellectual Property. Advanced notice will be provided for comment to the Awardee before any final written determination by DOE is issued.

3. Pursuant to Awardee's agreement in paragraph (k) to not license, assign or otherwise transfer rights to subject inventions at any tier unless the entity agrees to paragraph (k): any such license, assignment, or other transfer of right to any subject invention developed under the Agreement shall contain paragraph (n) suitably modified to properly identify the parties. If a licensee, assignee, or other transferee of rights to any subject invention is finally determined by DOE in writing to be in breach of paragraph (k), the applicable license, assignment or other transfer shall be deemed null and void. Advanced notice will be provided for comment to the non-complying party before any final written determination by DOE is made.

Data Rights Clause

(a) Definitions

- (1) SECTION IX of the Other Transaction (OT) Agreement is incorporated herein by reference.

(b) The Awardee:

- (1) shall have the right to establish claim to copyright subsisting in any Data first produced in the performance of this OT Agreement, without the prior approval of the DOE.
- (2) shall ensure that all Data it provides or delivers under this Agreement are accompanied by rights and permissions sufficient to allow the Government and other Project participants to use such Data as required by this Agreement, including any rights necessary for reproduction, derivative works, distribution, public performance, and public display.
- (3) shall negotiate and execute a Project Agreement including the allocation of data rights comprising at least a requirement consistent with section (2) above, unless otherwise approved by the Agreement Officer.

(c) The Government shall:

- (1) have Unlimited Rights in all delivered Data.
- (2) at its sole discretion, disregard and remove any protective markings on any Data delivered. However, the Awardee shall be provided with at least 30 days to redeliver such data with corrected markings.
- (3) have a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all Data delivered.

(d) Publication Clause

- a. Awardee is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) [Enter the award number(s)]."

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

Appendix III – Data Rights -- Open

not necessarily state or reflect those of the United States Government or any agency thereof."

c. Subject to this Agreement, either party may release general information regarding activities conducted under this award. Awardee, however, shall not issue any press release resulting from activities conducted under this Agreement without DOE approval, which shall not be unreasonably withheld or delayed.

(e) The terms and conditions of this Appendix II shall survive this Agreement.

Data Rights

(a) Definitions

- (1) SECTION IX of the Other Transaction (OT) Agreement is incorporated herein by reference.
- (2) Limited rights Data, as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.
- (3) Restricted Computer Software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software; including modifications of such computer software.

(b) The Awardee shall:

- (1) have the right to protect the Limited Rights Data with the following notice.

Limited Rights Notice

- (a) These data are submitted with limited rights under Government agreement No. (and subaward/ contract No.). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Awardee, be used or disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:
 - (i) Use by Federal support services contractors within the scope of their contracts, including, but not limited to, DOE Laboratories; or
 - (ii) for evaluation purposes to DOE Laboratories, and non-profit research institutions.
- (b) This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

- (2) have the right to protect the Curated Data and the Model Data developed in the performance of work under the OT Agreement with the following notice.

Protected Rights Notice

- (1) These protected data were produced under agreement no. _____ with the U.S. Department of Energy and may not be published, disseminated, or disclosed to others outside the Government or its contractors until **[Insert term as authorized by DOE]** years after the date the data were first produced except for: (1) evaluation of work under the Other Transactions (OT) Agreement under the restriction that this data be will be retained in confidence and not be further disclosed or (2) disclosure to a DOE Laboratory Contractor under the restriction that this data be will be retained in confidence and not be further disclosed, unless express written authorization is obtained from the Awardee. Upon expiration of the period

of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice)

- (3) Have the right to establish claim to copyright subsisting in any Data first produced in the performance of this Agreement, without the prior approval of the DOE.
- (4) Obtain all Data and rights therein necessary to fulfill its obligations to the Government under this Agreement.
- (5) Negotiate and execute a Project Agreement including the allocation of data rights comprising at least the following elements, unless otherwise approved by the Agreement Officer:
 - (i) All provisions required to be incorporated in subagreements by this OT Agreement, including, but not limited to, as required by this Appendix III or the use of a DOE approved DOE Laboratory technology transfer agreement having legally equivalent terms.
 - (ii) Each party shall ensure that any Data it provides under this Agreement is accompanied by the rights and permissions necessary for use as required by this Agreement and shall provide data source or license documentation upon request.
 - (iii) The protection of any data shared amongst the parties consistent with the OT Agreement, including its Appendices.
 - (iv) Allocation of rights in Project AI Artifacts generated in the performance of work under the OT Agreement.
- (c) The Government shall:
 - (1) Have unlimited rights in all delivered Data not having the Protected Rights Notice listed in (b)(1) of this Appendix.
 - (2) At its sole discretion, disclose any delivered Data for use solely in the evaluation of work under the OT Agreement under the restriction that any Data provided with the above Protected Rights Notice will be retained in confidence and not be further disclosed.
 - (3) At its sole discretion, disregard and remove any protective markings not authorized by 1(a) and 1(b) of this Appendix. However, the Awardee shall be provided with at least 30 days to redeliver such data with corrected markings.
 - (4) At its sole discretion, disregard and remove any protective markings on Data delivered:
 - (i) at the end of the protection period;
 - (ii) upon breach of Section (d) entitled “Access Restrictions and Limited U.S. First Deployment”;
 - (iii) if the data becomes publicly known or available from other sources; or
 - (iv) if the Awardee disseminates or authorizes DOE or another to disseminate such data without obligations of confidentiality.
 - (5) Have a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all Data delivered. Notwithstanding the foregoing, Data properly marked with the above Protective Notice shall be prohibited from disclosure outside the Government as required by the Protective Notice.
- (d) **Access Restrictions and Limited U.S. First Deployment**
 - (1) Definitions

- (i) “AI Artifact” shall mean any dataset, code, scripts, pipelines, models (including architectures, parameters, and weights), prompts, outputs, documentation, metadata, test/evaluation suites, synthetic data, and system/model/data cards created, used, or improved under the Project Agreement.
 - (ii) “Data” shall mean recorded information, regardless of form or the media on which it may be recorded, including Technical Data. The term does not include information incidental to Other Transaction (OT) Agreement administration, such as financial, administrative, cost or pricing or management information.
 - (iii) “Foreign Country of Concern” shall mean the People's Republic of China, the Russian Federation, the Democratic People's Republic of Korea, the Islamic Republic of Iran, and Belarus, or any other country determined to be a foreign country of concern by the Secretary of State, and including countries of risk designated by DOE. This list is subject to change. DOE reserves the right, in the exercise of its absolute discretion, to add or subtract any foreign country determined to be of risk consistent with DOE policies by a unilateral amendment to this Agreement.
 - (iv) “Foreign Entity” shall mean any corporation, business association, partnership, trust, society, or any other entity or group that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments and any agency or subdivision of foreign governments including state-owned enterprises. The term “Foreign Countries of Concern” and “Foreign National” are separate terms and not necessarily covered under the definition of a Foreign Entity although “Foreign Countries of Concern” are also “Foreign Entities”.
 - (v) “Foreign National” shall mean any individual other than a U.S. citizen.
 - (vi) “Government” shall mean the Federal government of the United States of America including its agencies and departments.
 - (vii) “Intellectual Property” shall mean any and all subject inventions, copyrights, and trademarks developed by an Awardee.
 - (viii) “Non-Public Data” shall mean Data that has not been publicly distributed to others without restriction on further dissemination. Specifically excluded from this definition is data shared at a conference, public talk or other public forum if the data shared is shared without restriction on further dissemination.
 - (ix) “Project Agreement” means an agreement between the Awardee and their partners/collaborators in the performance of the Milestones, which is intended to address all data rights, including allocation of rights to Project AI Artifacts. The Project Agreement includes agreements with DOE National Laboratory, preferably using the preapproved AI BRIDGE AGREEMENT containing a Data Use Agreement (DUA) template that complies with Article 3.2.
 - (x) “Project AI Artifact” shall mean AI Artifacts developed in performance of the Milestones, including a Project Agreement.
- (2) Access and Transfer Prohibition. Awardee agrees not to provide or allow others to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, interest, or control by a government or entity subject to the jurisdiction of a Foreign Country of Concern, without DOE’s prior written approval. Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance. Specifically excluded from this

restriction is a royalty free grant of a non-exclusive license of intellectual property to the general public (e.g. an open-source license or public domain).

- (3) U.S. First Deployment. For a period of two years from the completion or termination of the Prime Agreement with DOE, the Awardee agrees not to provide or allow others to provide access to any Non-Public Data or to license, assign or otherwise transfer any rights in Intellectual Property or Non-Public Data generated under this Agreement, at any tier, to entities with foreign ownership, interest, or control by a government or entity not subject to the jurisdiction of the United States of America, without DOE's prior written approval. Specifically excluded from this restriction is a royalty free grant of a non-exclusive license of Intellectual Property or Non-Public Data to the general public (e.g. an open-source license or public domain). Any failure to comply with this provision will be a breach of this Agreement and subject to available remedies for noncompliance.
 - (4) Immediate Access Termination. Any access or transfer of rights in violation of the above terms shall be immediately null and void. In the event of any rights holder's bankruptcy or related financial proceeding, insolvency, or other material financial distress that, in the sole judgment of DOE, creates an unmanageable risk of unauthorized transfer or disclosure of Intellectual Property and/or Non-Public Data to a Foreign Country of Concern, all rights granted or access provided shall terminate immediately, and the Awardee shall take all necessary steps to secure and prevent further dissemination of such Intellectual Property and/or Non-Public Data.
 - (5) The Awardee shall include this clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, that may include the exchange of Non-Public Data.
- (e) The terms and conditions of this Appendix III shall survive this Agreement.