

DEFENSEWERX–ENERGYWERX RESEARCH AND DEVELOPMENT AGREEMENT

This Research and Development Agreement (RDA) is entered on *the date of last signature* by and between DEFENSEWERX (dba ENERGYWERX), a non-profit corporation registered in the State of Florida, with its principal office located at 1140 E John Sims Pkwy #1, Niceville, FL 32578 (“DEFENSEWERX”) acting as a partnership intermediary for the United States of America (“Government”) as represented by the United States Department of Energy (DOE) and Watertown Water and Wastewater Utility, with its principal offices in 800 Hoffman Dr. Watertown, WI 53094-6224 (“CONTRACTOR”). DEFENSEWERX and CONTRACTOR may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, DEFENSEWERX is a not-for-profit corporation chartered to create an innovative environment for bringing together the best minds of industry, academia, and government to collaborate and find solutions to the toughest science and technology challenges while championing science, technology, engineering and mathematics education for all levels of society; and in support of the DEFENSEWERX Partnership Intermediary Agreement No. (“PIA”) DE-EE0010491 with DOE. (Collectively the “Purpose”).

WHEREAS, CONTRACTOR is a/an **Contractor to fill in**.

WHEREAS, DEFENSEWERX wishes to engage CONTRACTOR to perform tasks as set forth in the Statement of Effort (SOE), attached hereto and made a part hereof by reference as Exhibit I.

WHEREAS, CONTRACTOR wishes to provide DEFENSEWERX with the research more particularly set forth in the SOE.

WHEREAS, it is the Parties’ intention that this Agreement will result in successful implementation of recommendation(s).

WHEREAS, each Party is authorized and legally competent to enter into this Agreement.

NOW, THEREFORE, in consideration of the above recitals, and the mutual promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. INCORPORATION:

The language and provisions set forth above are repeated here by reference as if fully set forth, however, if a conflict or ambiguity exists between this Agreement and any term in the SOE or Exhibit(s), the terms in this Agreement shall control.

2. TERM:

This Agreement shall become effective on *the date of last signature* (“Effective Date”) and, unless otherwise terminated in accordance with the provisions of Section 21 of this Agreement, will continue until *60 days after the final deliverable date* specified in the Statement of Effort (SOE) in Exhibit I.

3. RESPONSIBILITIES OF THE PARTIES:

a. Each Party agrees on the terms and conditions provided below with regard to performing the research more particularly set forth in the attached SOE and those set forth in the attached Exhibit(s).

b. Each Party agrees to do the following:

- i. Perform the research more particularly set forth in the attached SOE in a timely, professional, workmanlike manner in accordance with the applicable and relevant industry standards and those set forth in the attached Exhibit(s) that are satisfactory and acceptable to each other and using properly trained, skilled, competent, and experienced personnel with adequate and necessary equipment and protective gear in good working order.
- ii. Disclose all circumstances that currently exist or arise during this Agreement that create a conflict of interest in accordance with Section 15 - NO CONFLICT OF INTEREST, OTHER ACTIVITIES below.
- iii. Communicate with each other as often as is reasonably necessary to keep each other current on progress regarding the performance of the required research more particularly set forth in the SOE.
- iv. Provide each other with relevant information, documents, and technical support reasonably necessary to assist each other with the performance of the required research more particularly set forth in the SOE.
- v. Perform/Contract work as stated in the Statement of Effort (Exhibit I).

4. NATURE OF RELATIONSHIP:

Independent Contractor. The Parties agree to perform the Services hereunder solely as an independent contractor. The Parties will remain independent contractors in their relationship to each other. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. Neither Party shall be responsible for withholding taxes with respect to each Parties' compensation hereunder. Neither Party shall have a claim against the other for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third Party.

5. INTELLECTUAL PROPERTY:

The Contractor and any subcontractors or subrecipients are subject to the U.S. Competitiveness Provision set forth herein that requires products embodying or made through a Subject Invention be substantially manufactured in the U.S. Implementation of the U.S. Competitiveness Provision for domestic small businesses and nonprofits is through the Determination of Exceptional Circumstances (DEC) under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies executed by DOE on June 7, 2021. A copy of the DEC is available at <https://www.energy.gov/gc/determination-exceptional-circumstances-decs>.

For all other types of entities, the implementation of the U.S. Competitiveness Provision is through DOE patent waivers and policy."

Failure to comply with the terms of this Agreement, including the U.S. Competitiveness Provision, may result in a loss of rights in Subject Inventions, including, but not limited to, forfeiture of retained rights. All Subject Inventions (conceived or first actually reduced to practice in the performance of the above identified agreement) must be timely reported at <https://www.nist.gov/iedison>.

Invention reporting is required regardless of any patent protection sought or the subject matter (e.g. software invention). Any manuscript describing the invention for publication or of any on sale or public use planned for an invention must be promptly reported through iEdison. 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.

- a. *Patents rights:* Reserved.

b. *Rights in data—general rule.*

- i. Subject to paragraphs (c)(ii) and (iii) of this Section, and except as otherwise provided by paragraph (vi) of this Section or other law, this Agreement is subject to the terms and conditions described in 2 CFR 910, Appendix A of Subpart D, Rights in Data General, which are hereby incorporated by reference.
- ii. Normally, delivery of limited rights data or restricted computer software will not be necessary. However, if DEFENSEWERX, in consultation with DOE Patent Counsel and the DOE program official, determines that delivery of limited rights data or restricted computer software is necessary, DEFENSEWERX, after negotiation with the applicant, may insert modified data provisions.
- iii. If software is specified for delivery, or if other special circumstances exist, *e.g.*, “open-source” treatment of software, then DEFENSEWERX, after consultation with DOE Patent Counsel and negotiation with the Contractor, may include in the award special provisions requiring the Contractor to obtain written approval prior to asserting copyright in the software, modifying the retained Government license, and/or otherwise altering the copyright provisions.
- iv. *Rights in data—programs covered under special protected data statutes.*

(1) If a statute, provides for a period of time, which data produced under an agreement for research, development, and demonstration may be protected from public disclosure, then DEFENSEWERX after consultation with DOE Patent Counsel can insert a modified version of the data rights clause which may identify data or categories of data that the recipient must make available to the public.

- c. *Consultation with DOE Patent Counsel:* DOE Patent Counsel should be contacted for any questions regarding the intellectual property or data provisions of this Agreement and must be consulted for Agreements issued to entities which are (i) not located in the United States, (ii) do not have a place of business located in the United States, or (iii) are subject to the control of a foreign government.

The cognizant DOE Patent Counsel POC is Brian Lally, brian.lally@hq.doe.gov, 202-230-7592.

6. PROPERTY/INSURANCE:

- a. Each Party shall purchase and maintain throughout the term of this Agreement insurance or indemnity protection that is commercially reasonable or required by applicable relevant law. This insurance will include, but not be limited to:

- i. Broad form commercial general liability insurance (including, as appropriate, products coverage if goods are being provided, and completed operations coverage, if construction related services are being provided).
- ii. Professional liability/errors and omissions (if legal, accounting, consulting, IT consulting, or similar professional services are provided). The limit of liability for such coverage shall be no less than [\$1 million] per claim/occurrence, and the other Party and its directors, officers, and employees, to the extent of the owed indemnity obligations, shall be named as “additional insureds” under such policies.
- iii. Each Party shall also maintain workers’ compensation insurance as required by relevant applicable law.
- iv. Any other insurance required applicable law.

b. Real property and equipment purchased with project funds (federal share and recipient cost share) under this

Agreement must be used by the CONTRACTOR in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the federal funding. Title to equipment (property) acquired will conditionally vest upon acquisition with the CONTRACTOR. CONTRACTOR cannot encumber this property and must request disposition instructions prior to disposing of or selling the equipment (property) as long as it maintains a Current Fair Market Value of \$5,000 or more. The Recipient may continue to use the real property and equipment after the conclusion of the agreement period of performance so long as the Recipient submits a written Request for Continued Use for DOE authorization, which is approved by the DOE Agreements Officer. The non-federal entity must comply with the property use, maintenance and insurance, and disposition requirements at 2 CFR 200.310-.316 unless explicitly directed otherwise, in writing, by the AO.

- i. N/A if no real or personal funded or equipment purchased.

7. REPRESENTATIONS AND WARRANTIES:

a. The Parties each represent and warrant as follows:

- i. Each Party has full power, authority, legal competency, and right to enter into and perform its obligations under this Agreement.
- ii. This Agreement is a legal, valid, and binding obligation of each Party, legally enforceable against it in accordance with its terms.
- iii. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a Party.

b. Each Party represents and warrants as follows:

- i. It is financially able to satisfy any funding commitments made pursuant to this Agreement.
- ii. It has the sole right to control and direct the means, details, manner, and method by which the required research and more particularly set forth in the SOE is carried out.
- iii. It has the necessary knowledge, skills, experience, and ability to perform the required research more particularly set forth in the attached SOE.
- iv. It has the right to perform the required research more particularly set forth in the attached SOE at any place or location, and at such times as it shall determine.

8. AUDIT:

CONTRACTOR will comply with the audit requirements appropriate for the type of entity receiving the compensation pursuant to Section 9 of this Agreement.

a. **Access to Records.** In accordance with 42 USC 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 CONTRACTOR that receives Federal funds or assistance under this Agreement, including subagreements.

9. COMPENSATION:

a. **Fixed Fee.** In exchange for the Services provided by the CONTRACTOR pursuant to this Agreement, DEFENSEWERX shall pay the CONTRACTOR a firm fixed fee of \$100,000 (\$USD) per the SOE attached as Exhibit I, utilizing the following guidelines:

- i. All costs above their associated not to exceed (NTE) amounts, will be mutually agreed upon in writing

by modification of this Agreement and affixed under signature by both Parties as Exhibit J (Approved Project Cost Increase).

- ii. One invoice generated at the end of each determined Milestone will be used to bill DEFENSEWERX.

b. Fee Modification. Adjustment to the fee may only be made in writing to memorialize the mutually agreed changes to cost and work performed, and such writing must be affixed to this Agreement with signatures of both Parties as Exhibit J.

c. No Payments in Certain Circumstances. Notwithstanding the foregoing, no payment shall be payable to CONTRACTOR under any of the following circumstances if:

- i. Prohibited under applicable government law, regulation, or policy;
- ii. CONTRACTOR or approved subcontractor did not directly perform or complete the Services described in the SOE;
- iii. Services are performed after the expiration of the Term or termination of this Agreement, unless otherwise agreed in writing.

d. Expenses. Any internal expenses incurred by CONTRACTOR in the performance of this Agreement shall be CONTRACTOR's sole responsibility.

e. Taxes. Each party is solely responsible for the payment of their respective income, social security, employment-related, or other foreign or domestic taxes incurred because of the performance of the required research more particularly set forth in the attached SOE.

f. No Other Compensation. The compensation set out above shall be the CONTRACTOR'S sole compensation under this Agreement.

10. COST SHARE: [As Applicable]

If a Cost Share Agreement is applicable for this effort, then the CONTRACTOR is subject to the terms and conditions in Exhibit B.

***** Applicability of this Provision: *****

Please see the Exhibit Table in Exhibit A to determine if this provision is applicable to this opportunity. If identified as applicable, then that Exhibit will include required signature blocks when the DocuSign version is disseminated for execution.

11. NO ASSURANCE OF RESULTS:

- a. Neither Party can or does guarantee the results (including, without limitation, their nature and/or economic or commercial value or utility) of the required research more particularly set forth in the attached SOE.
- b. The required research more particularly set forth in the attached SOE will be provided on a best-efforts basis only. DEFENSEWERX's legal or equitable remedies shall not be limited if CONTRACTOR breaches any of its obligations under this Agreement.

12. TIMING AND DELAYS:

- a. CONTRACTOR recognizes and agrees that failure to meet the milestones in accordance with the delivery

schedule detailed in the SOE may result in expense and damage to DEFENSEWERX. CONTRACTOR shall, therefore, inform DEFENSEWERX immediately of any anticipated delays in the delivery schedule and of any remedial actions being taken to ensure completion of the milestone according to such schedule. If a delivery date is missed, DEFENSEWERX may, in its sole discretion, declare such delay a material breach of this Agreement and pursue its legal and equitable remedies.

13. CYBERSECURITY PLAN: [As Applicable]

If a Cybersecurity Plan is applicable for this effort, then the CONTRACTOR is subject to the terms and conditions in Exhibit C.

***** Applicability of this Provision: *****

Please see the Exhibit Table in Exhibit A to determine if this provision is applicable to this opportunity. If identified as applicable, then that Exhibit will include required signature blocks when the DocuSign version is disseminated for execution.

14. WORK IN PROGRESS REPORTS:

CONTRACTOR shall be required to provide DEFENSEWERX with a monthly written summary of work in progress (WIP) report of its activities in contractor's format.

15. NO CONFLICT OF INTEREST; OTHER ACTIVITIES:

a. Each Party hereby warrants that, to the best of its knowledge, it is not currently obliged under any existing contract or other duty that conflicts with or is inconsistent with this Agreement. During the Term, either Party is free to engage in other development activities; provided, however, neither Party shall accept work, enter into contracts, or accept obligations inconsistent or incompatible with the CONTRACTOR's obligations, the development of the Product, or the scope of Services to be rendered for DEFENSEWERX pursuant to this Agreement.

b. Performance of Work in the United States. All work under this Agreement must be performed in the United States (i.e., the CONTRACTOR must expend 100% of the total project unless the CONTRACTOR receives advance written authorization from the PI (per coordination with the Agreements Officer) to perform certain work overseas. To request a waiver for this requirement, submit a Foreign Work Approval Request using this [form](#).¹

c. Lobbying Restrictions. By accepting funds under this Agreement, you agree that none of the funds obligated on the 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.

d. The applicable DOE interim Conflict of Interest Policy can be found at: <https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>. The interim COI Policy is applicable to all non-Federal entities that receive DOE funding by means of a financial assistance award or other transactions and, through the implementation of this interim COI Policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under the DOE award. The interim COI Policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects funded wholly or in part under DOE awards will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest. The CONTRACTOR is subject to the requirements of the interim COI Policy, and the CONTRACTOR must certify that it is compliant with all requirements in the interim COI Policy. The CONTRACTOR must flow down the

¹ Foreign Work Approval Request for can be found at: <https://energywerx.wufoo.com/forms/wi7lppx0cvl9cs/>

requirements of the interim COI Policy to any subrecipient non-Federal entities.

16. COMPLIANCE WITH EXPORT REGULATION AND SIMILAR RESTRICTIONS:

a. Reserved

b. Foreign Collaboration Considerations.

Consideration of existing and new collaborations with foreign organizations and governments. The CONTRACTOR must provide the PI, for coordination with DOE, with advanced written notification of any existing or potential collaboration with foreign organizations or governments in connection with its DOE-funded agreement scope. CONTRACTOR must await further guidance from DOE Agreements Officer prior to contacting the proposed foreign organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

i. Description of new and existing collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the CONTRACTOR. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Agreement, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). Collaborations do not include routine workshops, conferences, use of the CONTRACTOR'S services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by CONTRACTOR staff in accordance with the CONTRACTOR'S standard policies and procedures.

ii. If the CONTRACTOR (including any of its teaming partners and subcontractors) anticipates involving foreign nationals in the performance of the Award, the CONTRACTOR must, only upon request by DOE, provide the PI, with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The DOE Agreements Officer will notify the PI if additional information is required. DOE may elect to deny a foreign national's participation in the Agreement. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs, or personnel.

b. The U.S. government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." All CONTRACTORS and subordinate contractors are responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award. The CONTRACTOR must immediately report to DOE any export control violations related to the project funded under this award, at the CONTRACTOR sub level, and provide the corrective action(s) to prevent future violations.

17. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA): [As Applicable]

If the National Environmental Policy Act (NEPA) is applicable for this effort, then the CONTRACTOR is subject to the terms and conditions in Exhibit D.

***** Applicability of this Provision: *****

Please see the Exhibit Table in Exhibit A to determine if this provision is applicable to this opportunity. If identified as applicable, then that Exhibit will include required signature blocks when the DocuSign version is disseminated for execution.

18. NON-DISCLOSURE & CONFIDENTIALITY AGREEMENTS ASSURANCES:

The CONTRACTOR and/or subcontractors shall not release to anyone outside of the DEFENSEWERX's organization or the CONTRACTOR's organization any information, regardless of medium (e.g. film, tape, document), pertaining to any part of this Agreement or any program related to this Agreement, unless-

- a. The DOE Agreements Officer ² has given prior written approval;
- b. The information is otherwise in public domain before the date of release; or
- c. The information is limited to the content of the general agreement and objectives between DOE, DEFENSEWERX and CONTRACTOR are used to establish network relationships and support activities for the partnership.
 - i. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The CONTRACTOR and subcontractor shall submit their requests simultaneously through DEFENSEWERX to the DOE Agreements Officer at least 45 days before the proposed date for release.
 - ii. By entering into this Agreement, the CONTRACTOR 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.
 - iii. The undersigned further attests that CONTRACTOR does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or Agreement it uses unless it contains the following provisions:
 - a) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this Agreement and are controlling.
 - b) 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 (c.iv.a of this Section), a nondisclosure or confidentiality policy form or Agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or Agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

² **Cognizant Contracting Officer/Agreements Officer (CO):** A Government employee who can bind the Government to an agreement, such as an other transaction (OT) or similar agreement, with a partnership intermediary within the scope of the authority delegated to the CO by the cognizant HCA or by the Department's Senior Procurement Executive (SPE).

d. The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/office-inspector-general>. The non-Federal entity must disclose, in a timely manner, in writing to DOE all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award.

19. DISCLOSURE:

- a. A nondisclosure provision/agreement for sharing Proprietary Information (as defined in Section 20) and proprietary Information.
- b. If any party to the research effort, during the course of the research activities believes that additional protection is needed, all parties will consult in good faith to execute an Intellectual Property Management Plan within 90 days of a protectable discovery to define and coordinate rights in intellectual property in which the Government has an interest.

20. CURRENT AND PENDING SUPPORT (CPS): [As Applicable]

If the Current and Pending Support (CPS) provision is applicable for this effort's research, development, and demonstration (RD&D), then the CONTRACTOR is subject to the terms and conditions in Exhibit E

***** Applicability of this Provision: *****

Please see the Exhibit Table in Exhibit A to determine if this provision is applicable to this opportunity. If identified as applicable, then that Exhibit will include required signature blocks when the DocuSign version is disseminated for execution.

21. PUBLICITY & PUBLICATIONS:

- a. Each Party agrees not to authorize or commission the publication of the results of the work performed under this Agreement or any promotional materials containing any reference to the other Party without prior written approval of the other Party. Such approval shall not be unreasonably withheld. The provisions of this Section 21 shall survive termination of this Agreement.
- b. Dissemination of Scientific and Technical Information. Scientific and Technical Information (STI) generated under this Award will be submitted to DOE via the Office of Scientific and Technical Information's Energy Link (E-Link) system. STI submitted under this Award will be disseminated via DOE's OSTI.gov website subject to approved access limitations. Citations for journal articles produced under the Award will appear on the DOE PAGES website.
- c. Restrictions. Scientific and Technical Information submitted to E-Link must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

22. TERMINATION:

- a. Types of Termination. This Agreement may be terminated:
 - i. By either Party on provision of 30 days' written notice to the other Party, with or without cause.
 - ii. By either Party for a material breach of any provision of this Agreement by the other Party, if the

other Party's material breach is not cured within 30 days of receipt of written notice thereof; provided, however, that nothing in this subsection shall prevent a Party from seeking immediate injunctive relief where appropriate, to protect Confidential Information or such Party's Proprietary Information or intellectual property rights;

iii. By either Party, if

1. The other Party files a petition in bankruptcy in any court of competent jurisdiction and the same is not dismissed within 10 business days;
2. The other Party is adjudicated bankrupt or insolvent; or
3. The other Party ceases to do business, or otherwise terminates its business operations.

b. Responsibilities after Termination. Following the termination of this Agreement for any reason, DEFENSEWERX shall promptly pay CONTRACTOR for Services rendered before the effective date of the termination (the "Termination Date"). CONTRACTOR shall submit an invoice to DEFENSEWERX based on the prorated fixed price for that milestone; such prorate will be based on effort expended from the last milestone payment up to the point of termination. The Agreements Officer, in consultation with DEFENSEWERX, will determine if and how much of an appropriate prorated payment is warranted. CONTRACTOR acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

23. DEFAULT AND REMEDIES:

If either Party terminates this Agreement because of the other Party's default, in addition to all rights it has under this Agreement, the non-breaching Party shall have the right to exercise any and all remedies available at law or in equity. All rights and remedies are cumulative and the election of one remedy shall not preclude another. Any termination shall be without prejudice to accrued rights. Specifically, a termination due to default of delivery or payment under this Agreement shall not affect or terminate the rights and obligations of the Parties that have accrued prior to the default in delivery or payment. Despite the expiration or termination of this Agreement, the obligations intended to survive termination or expiration of this Agreement shall continue in full force and effect.

24. LIMITATION OF LIABILITY:

a. Notwithstanding anything to the contrary in this Agreement, in no event will either Party be liable for any indirect, punitive, special, incidental, or consequential damages about or related to this Agreement (including loss of profits, use, data, or other economic advantage); provided, however, this Section shall not apply if the breach is caused by a Party's willful or reckless action.

b. By entering into this Agreement, the undersigned attests that the CONTRACTOR 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 the CONTRACTOR 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.

25. INDEMNIFICATION:

Each Party shall indemnify and hold harmless the other its officers, members, managers, employees, agents, contractors, sub-licensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses arising out of third party claims and/or judgments, including, without limitation, reasonable attorneys' fees and disbursements (collectively, the "Claims") that any of them may suffer from or

incur and that arise or result primarily from (i) any gross negligence or willful misconduct of either Party arising from or connected with carrying out of its duties under this Agreement, or (ii) the breach of any of its obligations, agreements, or duties under this Agreement.

26. SUCCESSORS AND ASSIGNS:

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

27. MODIFICATION:

This Agreement may be supplemented, amended, or modified only by the agreement of the Parties, and such agreement must be in writing and signed by both Parties.

28. ASSIGNMENT:

A Party may not assign its rights and duties under this Agreement to any third Party, except as part of a sale of such Party's business pertaining to the Product. The assigning Party shall give the other Party prior written notice of such assignment and obtain the written consent of its assignees to abide by the terms of this Agreement and assume all of the assigning Party's obligations under this Agreement. On the effective date of any such assignment, the term referring to the assigning Party (i.e., "CONTRACTOR" or "DEFENSEWERX") in this Agreement shall thereafter mean the assignee of such assigning Party. Except as otherwise provided in this Agreement, neither Party will have the right to assign or transfer any of its rights or to delegate any of its duties under this Agreement without the prior written consent of the other Party. Any attempted assignment or transfer without such consent will be void and of no effect, and will automatically terminate all rights of the Party attempting such assignment or transfer under this Agreement. DOE shall approve any change in Contractor.

29. FORCE MAJEURE:

Except for the payment of monies due, if the performance of either Party's obligation under this Agreement is prevented, restricted, or interfered with by reason of casualty, accident, fire, strikes or labor disputes, inability to procure materials or components, power or supplies, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency or intergovernmental body, or any other act, circumstance, or condition whatsoever beyond the reasonable control of such Party, the Party so affected, on giving notice to the other Party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

30. NO IMPLIED WAIVER:

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

31. ARBITRATION:

The Parties agree that every effort will be made to resolve disputes internally and that litigation shall be the last resort. Any controversy or claim arising out of, or relating to this Agreement, or the breach, termination, or invalidity of this Agreement shall be settled by arbitration in the city of Tampa in accordance with the Rules, Statutes and Laws of the State of Florida. The arbitrator(s) shall be bound by the Agreement and shall interpret the Agreement in

accordance with the applicable laws of the United States and the internal laws of the state of Florida. Any award, order, or judgment pursuant to such arbitration shall be deemed final and shall be entered and enforced in any court of competent jurisdiction.

32. GOVERNING LAW:

This Agreement shall be governed by the laws of the state of Florida. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

33. COUNTERPARTS/ELECTRONIC SIGNATURES:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

34. SEVERABILITY:

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

35. ENTIRE AGREEMENT:

This Agreement, together with all the applicable Exhibits, constitutes the final, complete, and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof, and supersedes all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

36. AFFIRMATION OF THE PARTIES:

The Parties affirm that they have entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement, and have read and understood this Agreement.

37. SUSPENSION AND DEBARMENT:

In accordance with Executive Orders 12549 and 12689, the regulations at 2 CFR part 180, Guidance for Governmentwide Debarment and Suspension (Nonprocurement) are applicable to this Agreement.

38. U.S. COMPETITIVENESS:

The CONTRACTOR 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 otherwise approved by DOE. 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 CONTRACTOR agrees that it will not license, assign or otherwise transfer any of its subject inventions to any entity, at any tier, unless that entity agrees to these same requirements. Should the CONTRACTOR or any such entity receiving rights in the invention(s): (1) undergo a change in ownership amounting to

a controlling interest, or (2) sell, assign, or otherwise transfer title or exclusive rights in the invention(s), then the assignment, license, or other transfer of rights in the subject invention(s) is/are suspended until approved in writing by DOE. The PI and CONTRACTOR successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The CONTRACTOR will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work. A subject invention is any invention conceived or first actually reduced in performance of work under an agreement. An invention is any invention or discovery which is or may be patentable. As noted in the U.S. Competitiveness Term, at any time in which an entity cannot meet the requirements of the U.S. Competitiveness Term, the entity may request a modification or waiver of the U.S. Competitiveness Term. For example, the entity may propose modifying the language of the U.S. Competitiveness Term in order to change the scope of the requirements or to provide more specifics on the application of the requirements for a particular technology. As another example, the entity may request that the U.S. Competitiveness Term be waived in lieu of a net benefits statement or U.S. manufacturing plan. The statement or plan would contain specific and enforceable commitments that would be beneficial to the U.S. economy and competitiveness. Commitments could include manufacturing specific products in the U.S., making a specific investment in a new or existing U.S. manufacturing facility, keeping certain activities based in the U.S. or supporting a certain number of jobs in the U.S. related to the technology. If DOE, in its sole discretion, determines that the proposed modification or waiver promotes commercialization and provides substantial U.S. economic benefits, DOE may grant the request and, if granted, modify the Agreement terms and conditions for the requesting entity accordingly. The U.S. Competitiveness Term is implemented by DOE pursuant to a Determination of Exceptional Circumstances (DEC) under the Bayh-Dole Act and DOE Patent Waivers.

39. DAVIS-BACON ACT: [As Applicable]

If the Davis-Bacon Act is applicable for this effort, then the CONTRACTOR is subject to the terms and conditions in Exhibit F.

***** Applicability of this Provision: *****

Please see the Exhibit Table in Exhibit A to determine if this provision is applicable to this opportunity. If identified as applicable, then that Exhibit will include required signature blocks when the DocuSign version is disseminated for execution.

40. BUILD AMERICA, BUY AMERICA ACT: [As Applicable]

If the Build America, Buy America (BABA) Act is applicable for this effort, then the CONTRACTOR is subject to the terms and conditions in Exhibit G.

***** Applicability of this Provision: *****

Please see the Exhibit Table in Exhibit A to determine if this provision is applicable to this opportunity. If identified as applicable, then that Exhibit will include required signature blocks when the DocuSign version is disseminated for execution.

41. HEADINGS:

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

42. FUNDING:

Funding for this action is provided by PI Project Order PPO 2.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written,

DEFENSEWERX

By: _____ Date: _____

Name: Christi Pezzone

Title: Senior Program Manager

CONTRACTOR

By: _____ Date: _____

Name:

Title:

For Review // Please do not Sign

Exhibit A: Checklist of Possible Requirements for the CONTRACTOR

This DOE program or effort mandates that the CONTRACTOR adhere to specific requirements beyond the RDA.

Per guidance from DOE, the following Exhibits apply to this program or effort. As such, the CONTRACTOR is subject to the terms and conditions of each identified applicable provision, noted with an "X" in the Required column:

Required	Exhibit	Requirement
X	Exhibit B	Cost Sharing Agreement
X	Exhibit C	Cybersecurity Plan
X	Exhibit D	National Environmental Policy Act (NEPA) Implementing Procedures Agreement
	Exhibit E	Current and Pending Support (CPS)
X	Exhibit F	Davis-Bacon Act Requirements associated with the Bipartisan Infrastructure Law (BIL)
X	Exhibit G	Build America, Buy America Act
	Exhibit H	Non-Disclosure Agreement (NDA)
X	Exhibit I	Statement of Effort
X	Exhibit J	Approved Project Cost Increase
	Exhibit K	Intellectual Property (IP) Disclosure Form

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written,

DEFENSEWERX

By: _____ Date: _____
 Name: Christi Pezzone
 Title: Senior Program Manager

CONTRACTOR

By: _____ Date: _____
 Name: _____
 Title: _____

Exhibit B: Cost Sharing Agreement

Cost Sharing may be applicable in some instances. The Awardee’s cost share for the budget must reflect the overall cost share ration negotiated by the parties. This ratio must be at least the statutory minimum based on the nature of the project.

- a. Cost Sharing Obligations. By accepting federal funds under this Agreement, the Awardee agrees that it is liable for the stated percentage of the total allowable project costs, as specified below:

Government Share \$ / %	Awardee Share \$ / %	Total Project Cost
\$100,000 / 50%	\$100,000/ 50%	\$200,000

The Awardee is required to pay the “Cost Share” amount as a percentage of the total project costs in each invoice period for the duration of the period of performance. If the project is terminated or is otherwise not funded to completion, the Awardee is not required to pay the entire “Cost Share” amount; however, the Awardee is required to pay its share (i.e., percentage) of the total project cost incurred to date as of the termination or end date of the Agreement.

- b. Source of Cost Share. Cost share shall be provided by non-Federal funds unless otherwise authorized by statute. In calculating the amount of the non-Federal contribution:
- i. Base the non-Federal contribution on total project costs, including the cost of work where funds are provided directly to a partner, consortium member or subrecipient, such as a Federally Funded Research and Development Center;
 - ii. Include the following costs as allowable in accordance with the applicable cost principles:
 - 1. Cash;
 - 2. Personnel costs;
 - 3. The value of a service, other resource, or third-party in-kind contribution;
 - 4. Indirect costs or facilities and administrative costs; and/or
 - 5. Any funds received under the power program of the Tennessee Valley Authority (except to the extent that such funds are made available under an annual appropriation Act);
 - iii. Exclude the following costs:
 - 1. Revenues or royalties from the prospective operation of an activity beyond the time considered in the award;
 - 2. Proceeds from the prospective sale of an asset of an activity; or
 - 3. Other appropriated Federal funds.
 - iv. Repayment of the Federal share of a cost-shared activity under Section 988 of the Energy Policy Act of 2005 shall not be a condition of the award.
- c. Cost Share Recordkeeping. The Awardee is required to document and maintain records of project costs paid by DOE and project costs that the Awardee claims as cost sharing, including in-kind contributions. Upon request, the Awardee is required to provide such records to the PI, who will provide the records to the Agreements Officer.

- d. Inability to Comply with Cost Sharing Obligations. If the Awardee determines that it might be unable to meet its cost sharing obligations, the Awardee is required to notify the PI immediately, who will notify the Agreements Officer. The notification must include the following information:
- i. whether the Awardee intends to continue or phase out the project, and
 - ii. if the Awardee intends to continue the project, how the Awardee will pay (or secure replacement funding for) the Awardee's share of the total project cost.

If the Awardee fails to meet its cost sharing obligations, the PI will consult with the Agreements Officer and may terminate this Agreement or otherwise recover some or all of the financial assistance provided.

- e. Modifying Cost Sharing Contributions. The Awardee must notify the PI, who will submit and receive written authorization from the Agreements Officer, before modifying the amount of cost share contribution.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written,

DEFENSEWERX

By: _____ Date: _____
Name: Christi Pezzone
Title: Senior Program Manager

CONTRACTOR

By: _____ Date: _____
Name: _____
Title: _____

Exhibit C: Cybersecurity Plan

The Awardee must meet the stated objectives and milestones set forth in its Cybersecurity Plan, which is incorporated in this Exhibit C.

A report on the Awardee's progress towards meeting the objectives and milestones set forth in the Cybersecurity Plan must be included in the continuation application.

Any DOE and/or Laboratory review comments or feedback provided to Awardees does not constitute an endorsement or approval of any specific elements within the cybersecurity plan or the proposed security approach. Therefore, such feedback should not be referenced or used in marketing or promotional materials.

The Cybersecurity Checklist starts on the next page.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written,

DEFENSEWERX

By: _____ Date: _____
Name: Christi Pezzone
Title: Senior Program Manager

CONTRACTOR

By: _____ Date: _____
Name: _____
Title: _____

Cybersecurity Plan Checklist

The Bipartisan Infrastructure Law (BIL) provides a strategic opportunity to upgrade the nation’s energy infrastructure for a clean, resilient, secure energy future. America’s safety and well-being depends on cybersecurity. It is critical that we ensure cybersecurity is embedded in BIL-funded systems and technologies to minimize potential disruptions to our energy supply chain, infrastructure, and economy. To that end, development of a cybersecurity plan, outlining important details such as goals, activities, & milestones, is required for all BIL-funded projects to ensure that the project cybersecurity runs smoothly.

Asset, Change, & Inventory Management

1. Are you installing an Information Technology (IT) asset/equipment for this project? (*Note: IT assets are a discrete set of electronic information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information*)

Yes No N/A

If yes, please provide a brief description of the IT asset/equipment

2. Are you installing an Operational Technology (OT) asset(s)/equipment for this project? (*Note: OT assets are assets that are necessary for service delivery or production activities. Examples include industrial control systems, building management systems, process control systems, safety instrumented systems*)

Yes No N/A

If yes, please provide a brief description of the OT asset/equipment

If you answered “Yes” for any of the questions above, please proceed to questions 3-10

Risk & Vulnerabilities

3. Are there any potential cybersecurity vulnerabilities & risks for the IT/OT asset(s) in this project?

Yes No N/A

If yes, please provide a brief description of all identified risks and vulnerabilities for the IT/OT asset(s) in this project

4. Are there currently measures, or measures to be implemented, to address identified vulnerabilities & risks for the IT/OT asset(s) in this project?

Yes No N/A

If yes, please provide a brief description of plan to address identified vulnerabilities and risks for the IT/OT asset(s) in this project

Identity and Access Management

5. Are there currently measures, or measures to be implemented, to manage physical & electronic control access to IT/OT asset(s) and facility?

Yes No N/A

If yes, please provide a brief description of plan to manage physical & electronic control access to the IT/OT asset(s) and facility

Situational Awareness, Event Incident and Response, & Continuity of Operations

6. Are there currently measures, or measures to be implemented, to document & address cybersecurity events or incidents for the IT/OT asset(s) in this project?

Yes No N/A

If yes, please provide a brief description of plan to document & address cybersecurity events or incidents for the IT/OT asset(s) in this project

Supply Chain and Third-Party Risk Management

7. Are there currently measures, or measures to be implemented, to manage third-party or supply chain cybersecurity risks (e.g., purchase of counterfeit hardware, software from unknown provenance, etc.) for the IT/OT asset(s) in this project?

Yes No N/A

If yes, please provide a brief description of plan to manage third-party or supply chain cybersecurity risks for the IT/OT asset(s) in this project

Training

8. Will there be cybersecurity training required for operating and/or installing the IT/OT asset(s) in this project?

Yes No N/A

If yes, please provide a brief description of the necessary training required for operating and/or installing the IT/OT asset(s) in this project

Cybersecurity Architecture

9. Are there currently in place, or going to be implemented, the appropriate controls and protections (e.g., network protection, software protection, IT/OT asset security) for the IT/OT asset(s) in this project?

Yes No N/A

If yes, please provide a brief description of existing, or going to be implemented, controls and protections for the IT/OT asset(s) in this project

Cybersecurity Program Management

10. Will there be cybersecurity management processes to oversee and ensure cybersecurity activities are completed for this project are met?

Yes No N/A

If yes, please provide a brief description of the plan to manage the cybersecurity activities for this project

For Review // Please do not Sign

Exhibit D: National Environmental Policy Act (NEPA) Implementing Procedures Agreement

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the CONTRACTOR, DOE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Objectives (SOO) approved by the Agreements Officer and the DOE NEPA Determination. The CONTRACTOR is thereby authorized to use Federal funds for the defined project activities, subject to the CONTRACTOR's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

All undertakings must be done in accordance with applicable local building codes or the International Building Code, where applicable.

If, during project activities, historic properties or resources are discovered or there are unanticipated effects on historic properties located within a project's footprint after the undertaking has been initiated, the CONTRACTOR must immediately cease all operations and contact their DOE point of contact and GONEPA@ee.doe.gov.

All project activities identified for funding through the Partnership Intermediary Agreement (PIA) must be listed within the following list of allowed activities. Project activities not included within this list of allowed activities or listed activities that do not conform to specified limitations require additional NEPA review. For activities requiring additional NEPA review, CONTRACTORS must complete the environmental questionnaire found at <https://www.eere-pmc.energy.gov/NEPA.aspx> and receive notification from DOE that a NEPA review has been completed prior to initiating the project or activities.

DOE has determined the following list of activities would not require additional NEPA review.

- A. Intellectual, academic, and analytical activities including, but not limited to market research, stakeholder engagement, information collection, identifying Program criteria and metrics, energy assessment, data dissemination, and document preparation.
- B. Exterior and/or interior energy efficiency work. Project work for interior spaces should ensure that no structural alterations are made; no demolition of walls, ceilings or floors occurs; no drop ceilings are added; or no walls are leveled with furring or moved. Activities are limited to the actions listed below:
 - 1) Air sealing of the building shell, including caulking, weather-stripping, and other air infiltration control measures on windows and doors, and installing thresholds in a manner that does not harm or obscure historic windows or trim;
 - 2) Sealing air leaks using weather stripping, door sweeps, and caulk and sealing major air leaks associated with bypasses, ducts, air conditioning units, etc.;
 - 3) Repair of minor roof and wall leaks prior to insulating attics or walls, provided repairs closely resemble existing surface;
 - 4) Duct sealing, insulation, repair or replacement in unoccupied areas;
 - 5) Install insulation on ducts and heating pipes;
 - 6) Thermal insulation in walls, floors, ceilings, attics, crawl spaces, ducts and foundations;
 - 7) Blown in wall insulation where no holes are drilled through exterior siding, no decorative plaster or other interior wall coating is damaged, or where holes have no permanent visible alteration to the structure;
 - 8) Removable film on windows (if the film is transparent and does not harm or obscure historic windows or trim);
 - 9) Retrofit and replacement of windows and doors (limited to locations less than 45 years old and not within a historic district);
 - 10) Reflective roof coating that closely resembles the historic materials and form or restores the original features based on historic evidence that does not alter the roofline or is not on a primary roof elevation or is not visible from the public right-of-way;

- 11) Installing vents (such as continuous ridge vents covered with ridge shingles or boards, roof vents, bath and kitchen vents, soffit and frieze board vents or combustion appliance flues) if not located on a primary roof elevation or not visible from the public right-of-way;
- 12) Installing foundation vents, if painted or finished to match the existing foundation material and not visible from the public right of way;
- 13) Plumbing work, including installation of water heaters;
- 14) Electrical work, including improving lamp efficiency;
- 15) Repair or replace water heaters;
- 16) Install insulation on water heater tanks and water heating pipes;
- 17) Install waste heat recovery devices, including desuperheater water heaters, condensing heat exchangers, heat pump and water heating heat recovery systems, and other energy recovery equipment;
- 18) Repair or replace electric motors and motor controls like variable speed drives;
- 19) Incorporate lighting technologies such as dimmable ballasts, day lighting, controls, and occupant controlled dimming;
- 20) Add reflectors, LED exit signs, efficient HID fixtures, and occupancy (motion) sensors;
- 21) Convert incandescent lighting to fluorescent or LED;
- 22) Energy efficient light fixtures, including ballasts (Replacement);
- 23) Upgrading non-historic exterior lighting fixtures (replacement with metal halide bulbs, LEDs, or others) along with ballasts, sensors and energy storage devices not visible from any public right of way;
- 24) Energy audits and feasibility studies;
- 25) Adding or replacing existing building controls systems including HVAC control systems, cybersecurity infrastructure like network and data security programs, and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors and carbon monoxide detectors (wired or non-wired), provided such work does not affect character-defining features of the building;
- 26) New installation of non-hard wired devices including photo-controls, occupancy sensors, carbon dioxide, thermostats, humidity, light meters and other building control sensors, provided the work conforms with applicable state and local permitting requirements;
- 27) Conversion of fossil fuel based industrial process equipment to electrical operation equipment that is not visible from any public right of way, and does not affect character-defining features of the building;
- 28) Installation of new electrically-based industrial process equipment indoors, that is not visible from any public right of way, does not affect character-defining features of the building, and meets all regulatory requirements;
- 29) Adding variable speed drive motors;
- 30) Furnace or hot water tank replacement that does not require a visible new supply or venting;
- 31) Replacement of existing HVAC equipment including pumps, motors, boilers, chillers, cooling towers, air handling units, package units, condensers, compressors or heat exchangers that do not require a change to existing ducting, plumbing, electrical, controls or a new location, or if ducting, plumbing, electrical and controls are on the rear of the structure or not visible from any public right of way, and provided such work does not affect character-defining features of the building;
- 32) Modify duct and pipe systems so heating and cooling systems operate efficiently and effectively, including adding return ducts, replace diffusers and registers, replace air filters, install thermostatic radiator controls on steam and hot water heating systems, provided such work does not affect character-defining features of the building;
- 33) Adding adjustable speed drives such as fans on air handling units, cooling tower fans, and pumps;
- 34) Clean, tune, repair or replace heating systems, including furnaces, boilers, heat pumps, vented space heaters, and wood stoves;
- 35) Clean, tune repair or replace cooling systems, including central air conditioners, window air conditioners, heat pumps, and evaporative coolers;
- 36) Conduct other efficiency improvements on heating and cooling systems, including replacing standing pilot lights with electronic ignition devices and installing vent dampers;

- 37) Installation of programmable thermostats, outdoor reset controls, UL listed energy management systems or building automation systems and other HVAC control systems, provided such work does not affect character-defining features of the building.
 - 38) Upgrade of electric utility service entry to accommodate electrification of HVAC, industrial process, electric vehicles or other electric equipment;
 - 39) Post-implementation measurement & verification of energy efficiency measures;
 - 40) Installation of energy efficient lighting including light poles (may also be installed within a utility easement if no trees are removed);
 - 41) Purchase and installation energy/water efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, heat pumps, air conditioners, and related software);
 - 42) Installation of electric appliances, including replacement of appliances that use fossil fuels to electric, such as heat pumps for water heating, heating/cooling, electric dryers, and stoves;
 - 43) Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers;
 - 44) Retrofit of energy efficient pumps and motors, for such uses as (but not limited to) wastewater treatment plants, where it would not alter the capacity, use, mission, or operation of an existing facility;
 - 45) Electrical system upgrades required to enable energy efficiency and/or clean energy measures.
- C. Development, implementation, and installation of onsite energy or renewable energy technology installed in or on existing buildings or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance) less than 45 years old and not within a historic district, no trees are removed, are appropriately sized, and are limited to:
- 1) Solar Electricity/Photovoltaic—appropriately sized system or unit not to exceed 60 kW including community solar projects.
 - 2) Wind Turbine—20 kW or smaller.
 - 3) Solar Thermal (including solar thermal hot water)—system must be 200,000 BTU per hour or smaller.
 - 4) Ground Source Heat Pump—5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
 - 5) Installation of Combined Heat and Power System—systems sized appropriately for the buildings in which they are located, not to exceed peak electrical production at 300kW.
 - 6) Biomass Thermal—3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.
- D. Installation of fueling pumps and systems (but not storage tanks) for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels installed on the site of a current fueling station.
- E. Development and installation of energy storage systems that are installed in or on an existing building or within the boundaries of a facility (defined as an already disturbed area due to regular ground maintenance) less than 45 years old and not within a historic district and are appropriately sized not to exceed 1,000 kWh.
- F. Installation of electric vehicle supply equipment (EVSE), including testing measures to assess the safety and functionality of the EVSE, restricted to existing footprints and levels of previous ground disturbance, within an existing parking facility defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles. All activities must use reversible, non-permanent techniques for installation, where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity; place the EVSE in a minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and are limited to the current electrical capacity. This applies to Level 1, Level 2, or Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

This authorization is specific to the project activities and locations as described in the SOO approved by the Agreements Officer and the DOE NEPA Determination.

If the CONTRACTOR later intends to add to or modify the activities or locations as described in the approved SOO and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Agreements Officer provides written authorization on those additions or modifications. Should the CONTRACTOR elect to undertake activities or change locations prior to written authorization from the Agreements Officer, the CONTRACTOR does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written,

DEFENSEWERX

By: _____ Date: _____

Name: Christi Pezzone
Title: Senior Program Manager

CONTRACTOR

By: _____ Date: _____

Name:
Title:

Exhibit E: Current and Pending Support (CPS)

Current and pending support is not applicable for this effort.

For Review // Please do not Sign

Exhibit F: Davis-Bacon Act Requirements associated with the Bipartisan Infrastructure Law (BIL)

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as

determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the “Davis-Bacon Act” (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of \$2000 on projects funded directly by or assisted in whole or in part by and through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal EERE's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see: <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written,

DEFENSEWERX

By: _____ Date: _____

Name: Christi Pezzone
Title: Senior Program Manager

CONTRACTOR

By: _____ Date: _____

Name:
Title:

Exhibit G: Build America, Buy America Act

This provision applies to designated Buy American Requirement for Infrastructure Projects.

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

- (A) all iron and steel used in the project are produced in the United States;
- (B) the manufactured products used in the project are produced in the United States; or
- (C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy -including electric vehicle (EV) charging. The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials’ aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered “public” if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be “utilized primarily for a public purpose” if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for

determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;

- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential to the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written,

DEFENSEWERX

By: _____ Date: _____
Name: Christi Pezzone
Title: Senior Program Manager

CONTRACTOR

By: _____ Date: _____
Name: _____
Title: _____

Exhibit H: Non-Disclosure Agreement (NDA)

Non-Disclosure Agreement is not applicable for this effort.

For Review // Please do not Sign

Exhibit I: Statement of Effort (SOE)

1 BACKGROUND

DEFENSEWERX has the primary objective to provide services for the Department of Energy (DOE) to increase the likelihood of success in the conduct of cooperative or joint activities typically with small business firms and educational institutions. DEFENSEWERX serves as the Partnership Intermediary to work with the DOE's Office of Manufacturing and Energy Supply Chains (MESC) office on facilitating the Industrial Assessment Centers (IAC) Implementation Funding Program. For this purpose, DEFENSEWERX is doing business as ENERGYWERX.

2 PURPOSE

This is a project to work with DEFENSEWERX (DEFENSEWERX), doing business as ENERGYWERX, as a Partnership Intermediary to facilitate critical activity that aligns with the broader IAC Implementation Funding Program objectives, focused in the area of the Implementation Funding: IAC Implementation Grants workstream. The workstream provide funding to small- and medium-sized manufacturers (SMMs) who have received assessments from either an IAC or CHP/Onsite Energy TAP between 2018 and 2024, or other qualified third party assessor since 2021. Recipients are eligible to receive a maximum award of \$300,000, and a maximum 50% federal cost share.

3 SCOPE/OBJECTIVES

- 3.1 Overall expectations for the Implementation Funding: IAC Implementation Grants workstream
 - 3.1.1 Identify eligible SMMs who have received either an IAC or CHP TA/Onsite Energy TAP assessment between 2018 and 2024, or qualified third party assessor assessment between 2021 and 2024.
 - 3.1.2 Evaluate eligible SMMs who have received either IAC or CHP/Onsite Energy TAP assessments between 2018 and 2024, or a qualified third party assessor assessment between 2021 and 2024, to determine which entities receive an award.
 - 3.1.3 Select eligible recipients and begin finalizing project scope of work, budget, and terms and agreement.
 - 3.1.4 Recipients to align with PI on reporting and funding schedule.
- 3.2 Watertown Water and Wastewater Utility ("CONTRACTOR") shall work with ENERGYWERX and DOE to implement funded projects from IAC or CHP TAP assessments and capture estimated impacts that meet the Implementation Funding: IAC Implementation Grants workstream.

4 SPECIFIC TASKS

4.1 Programmatic – CONTRACTOR shall:

- 4.1.1 Collaborate with DOE Program Office personnel, U.S. Federal Government employees, industry, and/or academic partners as required by DOE Program Manager (PM) and Subject Matter Investigators (SMIs).
- 4.1.2 Generate finalized scope of work with the Partnership Intermediary – including final budget figures (DOE and Applicant Costs), Schedule of the Project, an
 - 4.1.2.1 *Note: ENERGYWERX (ENWX) understands that estimates received in the past may no longer be accurate. If the CONTRACTOR finds that the actual cost is more than the estimate, please reach out to ENWX for further assistance.*
 - 4.1.2.2 Note: The maximum Federal Cost Share contribution remains \$300,000.
- 4.1.3 The CONTRACTOR will follow the reporting structure/requirement laid out in table 2 below.
- 4.1.4 The CONTRACTOR shall complete the following documentation to ensure documentation of findings, results, and/or recommended next steps.

4.1.4.1 **Overall Project Health Form:** Providing a narrative on project progress, accomplishments, or concerns [Attachment 1]

4.1.4.1.1 Note: Please submit **one attachment per recommendation**³

4.1.4.2 **Project Financials Form:** Outlining spend to date on funded projects with respective invoices. [Attachment 2]

4.1.4.2.1 Note: Please submit **one attachment per recommendation**⁴

4.1.4.3 **Project Impact Form:** Outlining project impact across key metrics for implemented projects. [Attachment 3]

4.1.4.3.1 Note: Please submit **one attachment per recommendation**⁵

4.1.5 Provide finalized list of recommendations to implement in the table below to ensure sufficient documentation of recommendation progress.

Recommendation Description	
1	Install CHP
2	Install Solar Panels
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

Table 1: List of Recommendations to Implement

4.1.6 Coordinate directly with DOE, and their designated transfer office, on specific terms and negotiation of shared patent rights between DOE and identified partners.

4.2 All Phases – CONTRACTOR shall:

4.2.1 Provide own facilities, materials, and labor to support Implementation Funding: IAC Implementation Grants workstream in accordance with the RDA as well as any mandated exhibits from the SOE’s addendums.

³ If an awarded applicant plans to implement 3 different recommendations (e.g., LED light replacement, HVAC replacements, and solar panel installation), then the applicant will fill out 3 separate forms for each recommendation

⁴ If an awarded applicant plans to implement 3 different recommendations (e.g., LED light replacement, HVAC replacements, and solar panel installation), then the applicant will fill out 3 separate forms for each recommendation

⁵ If an awarded applicant plans to implement 3 different recommendations (e.g., LED light replacement, HVAC replacements, and solar panel installation), then the applicant will fill out 3 separate forms for each recommendation

- 4.2.2 Provide a written status to DEFENSEWERX (dba ENWX) quarterly.
- 4.2.3 Utilize Teams Video Teleconference (or approved alternative) for all virtual meetings, technical program reviews, and/or demonstrations.
- 4.2.4 If requested, conduct in-person meetings and/or technical demonstrations at locations TBD by DOE PM and SMI(s).

5 SCHEDULE AND MILESTONES

The following schedule and milestones are proposed for this effort depending on the timeline implementation. Below is a schedule of the anticipated milestones. There will be quarterly check ins (due on the 15th of the month) where the CONTRACTOR provides a bulleted status to info@energywerx.org. Twice a year, in June and December, CONTRACTOR will also provide reporting documentation in addition to the bulleted status update. The reporting documentation can be found at the end of this agreement and in the ENERGYWERX Invoicing One Drive: https://8502264383-my.sharepoint.com/:f/g/personal/info_energywerx_org/Euo9NzS2j71BomBDPpAtAzQBnCW6bxcn00G1knPt4noi5w?e=eF0vnc.

Milestone	Due
ENWX provides notice to proceed; B2B Agreement executed & CONTRACTOR completes ENWX Invoice Intake Form	April 2024
CONTRACTOR completes email check in providing project status to ENWX & program team.	June 15,2024
CONTRACTOR completes email check in providing project status to ENWX & program team	September 15, 2024
CONTRACTOR completes email check in providing project status to ENWX & program team & first batch of reporting documentation	December 15, 2024
CONTRACTOR completes email check in providing project status to ENWX & program team	March 15, 2025
CONTRACTOR completes email check in providing project status to ENWX & program team & second batch of reporting documentation	June 15,2025
CONTRACTOR completes email check in providing project status to ENWX & program team	September 15, 2025
CONTRACTOR submits batch final of reporting documentation & final deliverable package	September – December 2025
Program review of final batch of reporting documentation complete	September – December 2025
Address any critical follow ups from program team second batch of reporting documentation	September – December 2025
Final Deliverable Approved – Project Completion	September – December 2025

Note: Projects shorter than 2 years will submit their final batch of reporting and address any critical follow ups from the program team during the quarter following project completion.

Table 2: Project Schedule & Milestones

6 SECURITY

This is an unclassified activity; however, all work, communication, documentation, and participant details are Business Proprietary. Information may only be exchanged between parties working directly on the program. Requests for publication or distribution of information to media or outside parties must be made in writing to DEFENSEWERX (dba ENERGYWERX) pursuant to Paragraph 19 the Research and Development Agreement for coordination with DOE. No publication or distribution of information may be made prior to DOE approval, and such information will be withheld from public disclosure to the extent permitted by law, including the Freedom of Information Act. Without assuming any liability for inadvertent disclosure, the Parties will seek to limit disclosure of such information to their respective employees on a need-to-know basis, and to outside reviewers only when necessary and in coordination with DOE. This restriction does not limit the U.S. Federal Government's right to use the information if it is obtained from another source.

Personnel performing work under this Statement of Effort may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interest (OCI) as defined in FAR Subpart 9.5. The Parties shall notify DOE immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to avoid or mitigate any such OCI.

CONTRACTOR certifies that it qualifies as a domestic entity. To qualify as a domestic entity, the entity must be organized, chartered or incorporated (or otherwise formed) under the laws of a particular state or territory of the United States; have majority domestic ownership and control; and have a physical place of business in the United States.

CONTRACTOR certifies that it is not owned by, controlled by, or subject to the jurisdiction or direction of government of Country of Risk, and that individuals performing this work are not part of a foreign talent program sponsored by a Country of Risk. DOE defines Country of Risk to include China, Russia, North Korea and Iran. This list is subject to change.

7 GOVERNMENT FURNISHED EQUIPMENT, INFORMATION, AND FACILITIES

The U.S. Federal Government will not provide any equipment or facilities.

8 DESIRED OUTCOME AND DELIVERABLES

8.1 CONTRACTOR shall work to deliver:

8.1.1.1 Completion of the reporting documentation as called out in section 4.1.3

8.1.1.1.1 The final set of reporting documentation to outline the following detail including – final project spend across the targeted recommendations, realized cost and energy savings, CO2 emissions impact, and/or number of jobs created

8.1.1.2 Finalize implementation of targeted recommendations

8.1.1.3 Public Summary Sheet providing an overview of the project(s) implemented.

9 PAYMENT SCHEDULE

DEFENSEWERX, dba ENERGYWERX, proposes milestone payments and purchase order details in conjunction with the work to be performed (NOTE: Timeline may be accelerated, if applicable). Please be advised this agreement is contingent upon DEFENSEWERX receipt of task funding through the Partnership Intermediary Agreement with DOE.

Watertown Water and Wastewater Utility has been awarded \$100,000 to support the estimated total value of the work: \$200,000, with your contribution then being \$100,000.

Pmt	Pmt Date	Milestone	Pmt Amt	Cumulative
1	June 15,2024	CONTRACTOR completes email check in providing project status to ENWX & program team.	50% of total costs incurred up to (Federal Cost Share – 10%)	= Payment Amount
2	September 15, 2024	CONTRACTOR completes email check in providing project status to ENWX & program team	50% of total costs incurred up to (Federal Cost Share – 10%)	= Payment Amount + July Cumulative
3	December 15, 2024	CONTRACTOR completes email check in providing project status to ENWX & program team & first batch of reporting documentation	50% of total costs incurred up to (Federal Cost Share – 10%)	= Payment Amount + September Cumulative
4	March 15, 2025	CONTRACTOR completes email check in providing project status to ENWX & program team	50% of total costs incurred up to (Federal Cost Share – 10%)	= Payment Amount + December Cumulative
5	June 15,2025	CONTRACTOR completes email check in providing project status to ENWX & program team & second batch of reporting documentation	50% of total costs incurred up to (Federal Cost Share – 10%)	= Payment Amount + March Cumulative
6	September 15, 2025	CONTRACTOR completes email check in providing project status to ENWX & program team	50% of total costs incurred up to (Federal Cost Share – 10%)	= Payment Amount + June Cumulative
7	NLT December 1, 2025	CONTRACTOR submits batch final of reporting documentation & final deliverable package	50% of total costs incurred up to (Federal Cost Share – 10%)	= Payment Amount + September Cumulative
	Month of December 2025	Program review of final batch of reporting documentation complete	N/A	
	September – December 2025	Address any critical follow ups from program team second batch of reporting documentation	N/A	
9	September – December 2025	Final Deliverable Approved – Project Completion	=10% of total award	= \$100,000

Note: All invoices submitted through the ENWX Invoicing System need to include documentation in support of the milestone. This should include receipts that show payments have been made by CONTRACTOR, copies of emails sending quarterly status, copies of reporting documentation during the applicable quarter).

Final reporting documentation invoice can be submitted one month after project is complete, regardless of what month it is completed in. Final invoice for 10% of the federal cost share can be submitted after DOE approves the reporting documentation.

Tables 3: Project implementation payment schedule

10 POINTS OF CONTACT

The following points of contact (POCs) will be used for the duration of the agreement. All parties must be notified if a change in POC is requested.

Points of Contact:

DOE PM

Name: Jeremy Avins

Email: Jeremy.avins@hq.doe.gov

DOE Technical POC/Subject Matter Investigator

Name / Primary: Mustafa Mahmoud

Email: Mustafa.mahmoud@hq.doe.gov

DOE Technical POC/Subject Matter Investigator

Name / Alternate: Clifton Yin

Email: Clifton.yin@hq.doe.gov

DOE Agreements Officer

Name / Alternate: Laura Merrick

Email: laura.merrick@ee.doe.gov

ENERGYWERX Director

Name: Carla Heron

Email: cheron@ENERGYWERX.org

ENERGYWERX Senior Program Manager

Name: Christi Pezzone

Email: cpezzone@ENERGYWERX.org

DEFENSEWERX Financial POC

Name: Joanna Gomez

Email: jgomez@defensewerx.org

Watertown Water and Wastewater Utility Primary Technical Program Manager POC

Name:

Email:

Phone:

Watertown Water and Wastewater Utility Alternate Technical Program Manager POC

Name:

Email:

Phone:

Watertown Water and Wastewater Utility Primary Administrative POC

Name:

Email:

Phone:

Watertown Water and Wastewater Utility Alternate Administrative POC

Name:

Email:

Phone:

For DEFENSEWERX (dba ENERGYWERX)

For Watertown Water and Wastewater Utility

By: _____

Christi Pezzone
Senior Program Manager

Date:

By: _____

For Review // Please do not Sign

Exhibit J: Approved Project Cost Increase

As of the Effective Date, there are no cost modifications. Should cost modification be required, this exhibit will be updated to reflect those mutually agreed to increases and affixed with signatures of both parties below.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement as of the day and year first above written,

DEFENSEWERX

By: _____ Date: _____

Name: Christi Pezzone

Title: Senior Program Manager

CONTRACTOR

By: _____ Date: _____

Name:

Title:

For Review // Please do not Sign

Exhibit K: Declaration of Background Intellectual Property (IP)

Declaration of Background Intellectual Property (IP) is not applicable for this effort.

For Review // Please do not Sign

Attachment 1: Overall Project Health Form

Note: If an awarded applicant plans to implement 3 different recommendations (e.g., LED light replacement, HVAC replacements, and solar panel installation), then fill out 3 separate forms for each recommendation

Date (update using field at right): August 14, 2023

CONTRACTOR Project Lead Name:	
CONTRACTOR Organization:	
CONTRACTOR Facility Address	
CONTRACTOR City, State, Zip Code:	

Project Name:	
Project Start Date:	

Project Health Indicators:

The CONTRACTOR project team has assigned the following health indicators for the project scope, schedule and budget:

	Health Indicator (Green, Yellow, or Red)	Comments (Required)
Scope		
Schedule		
Budget		

Green = Project is on track; Yellow = Project has a few issues, but issues are being managed and closely monitored; Red = Project has serious issues, estimated deadlines are being missed

Project Progress/Accomplishments: Overview on implementation progress & accomplishments to date

Project Concerns and/or required support: Overview on any concerns on project meeting aligned scope
This document does not prescribe or approve any specific changes to the project scope or budget. Such changes must be undertaken with the approval of the Department of Energy

CONTRACTOR Project Lead Name:	
CONTRACTOR Project Lead Signature:	

Attachment 2: Project Financials Form

Note: If an awarded applicant plans to implement 3 different recommendations (e.g., LED light replacement, HVAC replacements, and solar panel installation), then fill out 3 separate forms for each recommendation

Date (update using field at right):

August 14, 2023

CONTRACTOR Project Lead Name:	
CONTRACTOR Organization:	
CONTRACTOR Facility Address	
CONTRACTOR City, State, Zip Code:	

Recommendation Name:	
Recommendations Start Date:	

Expenditures: In the table below, please provide a list of all expenditures (equipment, contractors, permitting, etc.) to date for implementing the project

	Description ⁶	MFG Serial Number ⁷	Purchase Date ⁸	Install Date	Purchase Cost ⁹	Proof of Purchase Submitted? <small>10</small>
1						
2						
3						
4						
5						

CONTRACTOR Project Lead Name:	
CONTRACTOR Project Lead Signature:	

⁶ Brief description of the item or service

⁷ As applicable, enter the manufacturer's serial number, model number, Federal stock number, national stock number, or other identification number.

⁸ Date of purchase for item in MM/DD/YYYY

⁹ Cost of item or service

¹⁰ Provide proof of purchase (e.g., invoice, receipts, contract, etc.)

Attachment 3: Project Impact Form

Note: If an awarded applicant plans to implement 3 different recommendations (e.g., LED light replacement, HVAC replacements, and solar panel installation), then the applicant will fill out 3 separate forms for each recommendation

Date (update using field at right):

August 14, 2023

CONTRACTOR Project Lead Name:	
CONTRACTOR Organization:	
CONTRACTOR Facility Address	
CONTRACTOR City, State, Zip Code:	

Recommendation Name:	
Recommendations Start Date:	

Project Impact: In the tables below, please provide an update (as applicable) regarding the following metrics for the specific recommendation

	Metric ¹¹	Unit ¹²	Value ¹³	Comments ¹⁴
1	Annual Electricity Savings	KwH/yr.		
2	Annual CO2 Emissions Reduction	Kg of CO2/yr.		
3	Annual Cost Savings	\$/yr.		
4	# of Permanent Jobs Created or Maintained due to Project	#		
5	# of Temporary Jobs Created or Maintained due to Project	#		
6	Jobs & Training Outcome	#		

Comments on recommendation impact on site's operation, & economic & energy performance

CONTRACTOR Project Lead Name:	
CONTRACTOR Project Lead Signature:	

¹¹ Metric to report with respect to the recommendation. For projects recently completed, for annual metrics, feel free to report estimated yearly impact via extrapolation of actual data

¹² Unit of measure for the metric

¹³ Actual value of metric

¹⁴ Provide any commentary that you may believe is useful for the DOE and PI to know

For Review // Please do not Sign