

ASSISTANCE AGREEMENT

1. Award No. DE-NA0003285	2. Modification No.	3. Effective Date 10/01/2016	4. CFDA No. 81.214
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5. Awarded To COMPTROLLER OF PUBLIC ACCOUNTS, TEXAS Attn: DUB TAYLOR 111 E. 17TH STREET AUSTIN TX 78701	6. Sponsoring Office Natl Nuclear Security Admin Safeguards & Security, NPO-20 P. O. Box 30030 Building 12-36 Amarillo TX 79120	7. Period of Performance 10/01/2016 through 09/30/2017
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8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority See Page 2	10. Purchase Request or Funding Document No. See Schedule
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11. Remittance Address COMPTROLLER OF PUBLIC ACCOUNTS, TEXAS Attn: DAVID SCHILLER 111 E. 17TH STREET AUSTIN TX 78701	12. Total Amount Govt. Share: \$7,543,627.00 Cost Share : \$0.00 Total : \$7,543,627.00	13. Funds Obligated This action: \$1,481,722.00 Total : \$1,481,722.00
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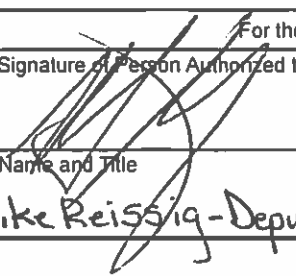
14. Principal Investigator Roger Mulder, Director roger.mulder@cpa.state.tx.us	15. Program Manager	16. Administrator NNSA Non-M&O Contracting Operations NA-APM-12 P.O. Box 5400 Specialty Acq. Section Financial Assistance Albuquerque NM 87185-5400
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17. Submit Payment Requests To OR for NNSA U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5807 Oak Ridge TN 37831	18. Paying Office OR for NNSA U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5807 Oak Ridge TN 37831	19. Submit Reports To See Federal Assistance Reporting Checklist for reports due during project period and at closeout.
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20. Accounting and Appropriation Data
See Schedule

21. Research Title and/or Description of Project
ENVIRONMENTAL OVERSIGHT, MONITORING, REMEDIATION AND EMERGENCY RESPONSE SUPPORT AT PANTEX PLANT

For the Recipient	For the United States of America
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22. Signature of Person Authorized to Sign 	25. Signature of Grants/Agreements Officer Signature on File File
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23. Name and Title Mike Reissig-Deputy Comptroller	24. Date Signed 9-12-16	26. Name of Officer Delmeria M. Pacheco	27. Date Signed 09/02/2016
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-NA0003285

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NAME OF OFFEROR OR CONTRACTOR
COMPTROLLER OF PUBLIC ACCOUNTS, TEXAS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: 808302327 Period of Performance: 10/01/2016 to 09-30/2021</p> <p>Budget Periods: 1. 10/01/2016 to 09/30/2017 2. 10/01/2017 to 09/30/2018 3. 10/01/2018 to 09/30/2019 4. 10/01/2019 to 09/30/2020 5. 10/01/2020 to 09/30/2021</p> <p>The is a new award. Provided under this agreement is \$1,481,722.00 which fully funds budget period 1 of the the period of performance. Incorporated under the agreement are the following attachments: Statement of Objectives; Statement of Substantial Involvement; Federal Assistance Reporting Checklist; Budget; and Special Terms and Conditions.</p> <p>Funds will be set up under the Automated Standard Application for Payments (ASAP). If you do not have an ASAP account, please contact Lacey at: lacee.dackiewicz@nnsa.doe.gov or at (505) 845-6463.</p> <p>State of Texas recipient POC: Roger Mulder State Energy Conservation Office (SECO) Director, Pantex Program (512) 463-1866 roger.mulder@cpa.state.tx.us</p> <p>NNSA Program Manager: Jerrie Coleman (806) 477-3387 jerrie.coleman@npo.doe.gov</p> <p>NNSA Contracting Officer: Delmeria Pacheco (505) 845-4381 delmeria.pacheco@nnsa.doe.gov</p> <p>Note: See Federal Assistance Reporting Checklist for reports due during the project period and at grant closeout.</p> <p>Authority: The proposed award is to be made under Continued ... the authority of Sections 104, 107, and 122 of</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-NA0003285

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NAME OF OFFEROR OR CONTRACTOR
COMPTROLLER OF PUBLIC ACCOUNTS, TEXAS

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	the Comprehensive Environmental Response Compensation and Liability Act of 1980 (Public Law 96-510, 42 U.S.C. Section 9604, 9607, and 9602) as amended; Sections 3211 and 3261 of the NNSA Act (Public Law 106-65; 50 U.S.C. Sections 2401 and 2461), as amended; Section 646 of the DOE Organization Act of 1977 (Public Law 95-91, 42 U.S.C. §7256), as amended; and the Federal Grant and Cooperative Agreement Act of 1977 (Section 31 U.S.C. 6301 et seq.). PR: 16NA001642/000001 16NA001618/000001 ASAP: YES Extent Competed: NOT COMPETED Davis-Bacon Act: NO PI: Roger Mulder				

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SPECIAL TERMS AND CONDITIONS

LEGAL AUTHORITY AND EFFECT

- (a) A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.
- (b) Recipients are free to accept or reject the award. A request to draw down DOE funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

RESOLUTION OF CONFLICTING CONDITIONS

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

AWARD AGREEMENT TERMS AND CONDITIONS

This award/agreement consists of the Assistance Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

Attachment No.	Title
1.	Statement of Project Objectives
2.	Statement of Substantial Involvement
3.	Federal Assistance Reporting Checklist
4.	Budget Pages
a.	DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov .
b.	National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at http://www.nsf.gov/awards/managing/rtc.jsp .

AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project Period for this award is 10/01/2016 through 09/30/2021 consisting of the following Budget Periods.

Budget Period	Start	End	Funding
1	10/01/2016	09/30/2017	1,481,722
2	10/01/2017	09/30/2018	1,458,924
3	10/01/2018	09/30/2019	1,476,387
4	10/01/2019	09/30/2020	1,561,853
5	10/01/2020	09/30/2021	1,564,741

CONFERENCE SPENDING

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

PAYMENT PROCEDURES - ADVANCES THROUGH THE AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM

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

INCREMENTAL FUNDING AND MAXIMUM OBLIGATION - DIFFERENT BUDGET PERIOD AND PROJECT PERIOD

If at any time during the award a budget period is funded on an incremental basis, the maximum obligation of the DOE/NNSA is limited to the amount shown on the Award Agreement. You are not obligated to continue performance of the project beyond the total amount obligated and your pro rata share of the project costs, if cost sharing is required.

Subject to the availability of additional funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority, DOE anticipates obligating the total estimated amount for the current budget period.

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

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

USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual

circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

STATEMENT OF SUBSTANTIAL INVOLVEMENT

Statement of Substantial Involvement is included as Attachment 2.

SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

REPORTING REQUIREMENTS

- a. **Requirements.** The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. **Dissemination of scientific/technical reports.** Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data, or SBIR/STTR data. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).
- c. **Restrictions.** Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

CONTINUATION APPLICATION AND FUNDING - AWARDS UNDER 2 CFR PART 200 AS AMENDED BY 2 CFR PART 910

Continuation Application. A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least 90 days before the end of each budget period, you must submit your continuation application to the DOE Program Manager whose name is in block 15 of the Award Agreement and to the Agreements Officer/Administrator whose name is in block 25 and address is listed in block 16 of the Award Agreement

Your continuation application must include the following information:

1. A report on your progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of

the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.

2. A detailed budget and supporting justification for the upcoming budget period if additional funds are requested, a reduction of funds is anticipated, or a budget for the upcoming budget period was not approved at the time of award

3. A description of your plans for the conduct of the project during the upcoming budget period, if there are changes from the DOE approved application.

b. **Continuation Funding.** Continuation funding is contingent on (1) availability of funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) substantial progress towards meeting the objectives of your approved application; (4) submittal of required reports; and (5) compliance with the terms and conditions of the award.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS

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

ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) PERFORMANCE OF WORK AT DOE FACILITIES

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

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

The recipient shall apply this term to its sub-recipients and contractors.

INSURANCE COVERAGE

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

REAL PROPERTY

Subject to the conditions set forth in 2 CFR Part 200.311, title to real property acquired or improved under a Federal award will vest upon acquisition in the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity. The instructions must provide for one of the following alternatives: (a) retain title after compensating the Federal awarding agency as described in 2 CFR Part 200.311(c)(1); (b) Sell the property and compensate the federal awarding agency as specified in CFR Part 200.311(c)(2); or (c) transfer title to the Federal awarding agency or to a third Party designated/approved by the Federal awarding agency as specified in CFR Part 200.311(c)(3).

See 2 CFR Part 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Also see 2 CFR Part 910.360 for amended requirements for Real Property for For-Profit recipients.

EQUIPMENT

Subject to the conditions provided in 2 CFR Part 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity 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 award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR Part 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR Part 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) Non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in CFR Part 200.313(e)(3).

See 2 CFR Part 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR Part 200.439 Equipment and other capital expenditures.

See 2 CFR Part 910.360 for amended requirements for Equipment for For-Profit recipients.

SUPPLIES

See 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award. See also § 200.453 Materials and supplies costs, including costs of computing devices.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

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

2. Where and when to report.

i. You must report each obligating action described in paragraph a. i. of this award term to <http://www.fsr.gov>.

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

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

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

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received;

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

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

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

- i. in the subrecipient's preceding fiscal year, the subrecipient received;

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

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

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

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

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

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

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

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at

least annually after the initial registration, and more frequently if required by changes in your information or another award term.

If you had an active registration in the CCR, you have an active registration in SAM.

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

If you are authorized to make subawards under this award, you:

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

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

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

5. Subrecipient means an entity that:

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

FINAL INCURRED COST AUDIT

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

INDEMNITY

The Recipient shall indemnify the Government and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of Government officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

LOBBYING RESTRICTIONS

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

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES

(1) By entering into this agreement, the undersigned attests that State of Texas, State Energy Conservation Office, 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.

(2) The undersigned further attests that the State of Texas, State Energy Conservation Office, 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 (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**Reporting of Matters Related to Recipient Integrity and Performance****1. General Reporting Requirement**

If the total value of your currently active Financial Assistance awards, cooperative agreements, and

procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;

(2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

(i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active Financial Assistance awards, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

FREQUENCY CODES AND DUE DATES:

- | | |
|--|---|
| A - Within 5 calendar days after events or as specified. | F - Final; within 90 calendar days after expiration or termination of award. |
| Y - Yearly; within 90 days after the end of the reporting period. | Y180 - Yearly; within 180 days after the end of the recipient's fiscal year. |
| Q - Quarterly; within 30 days after end of the reporting period. | S - Semiannually; within 30 days after end of reporting period. |
| O - Other; See special instructions for further details. | |

5. Special Instructions: *[Insert special instructions to recipient for unique reporting requirements or reporting requirements with frequency of O]*

O – OTHER REPORTING: As required by the NNSA Production Office.

SF-428 Tangible Personal Property Report: Form can be found at:

https://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/sf-428.pdf

Attach a list of Tangible Personal Property/Equipment and provide (1) Description of item/equipment (2) Identification Number (3) Acquisition Date (4) Acquisition Cost. See Terms and Conditions for information on Equipment.

REPORT SUBMITTAL

- A. FAreports@nnsa.doe.gov (submit all reports by email only and include your grant number on subject line)
- B. Jerrie.Coleman@npo.doe.gov
- C. PropertyReports@nnsa.doe.gov
- D. Craig.Snider@npo.doe.gov

NOTE: When submitting any Reports to FAreports@nnsa.doe.gov, be sure to provide your Grant Number on the subject line of your Email: NA0003285

For SF-425 Financial Reports, you must Use Calendar Quarter Reporting Periods: Financial Reports are due 30 days after end of each quarter.

- 1st Qtr – Jan – Mar (due Apr 30)
- 2nd Qtr – Apr – Jun (due Jul 30)
- 3rd Qtr – Jul – Sep (due Oct 30)
- 4th Qtr - Oct – Dec (due Jan 30)

**The Reporting Period End Date, Box 9 of (SF-425) Financial Report should reflect the last month of the quarter, (i.e.) March 31; June 30; September 30; or December 31. Box 8 of the SF-425 Form is the project period date. The project period date is annotated on Page 2 of the Assistance Agreement.*

Federal Assistance Reporting Instructions

A. MANAGEMENT REPORTING

Progress Report (Non-RD&D Projects)

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

1. The DOE award and report information:
 - a. The DOE Award Number (as it appears on the award face page)
 - b. Recipient Name (as it appears on the award face page)
 - c. Project Title
 - d. PD/PI Name, Title and Contact Information (e-mail address and phone number)

- e. Name of Submitting Official, Title, and Contact Information (e-mail address and phone number), if other than PD/PI
 - f. Project Period (Start Date, End Date)
 - g. Report Submission Date
 - h. Reporting Period Start and End Date
2. A written comparison of the actual project accomplishments with the project goals and objectives established for the reporting period; if goals and/or objectives for the reporting period were not met, a detailed description of the variance shall be provided.
 3. A discussion of what was accomplished under these goals and objectives established for this reporting period, including major activities, significant results, major findings or conclusions, key outcomes or other achievements. This section should not contain any proprietary data or other information not subject to public release. If such information is important to reporting progress, do not include the information, but include a note in the report advising the reader to contact the Principal Investigator or the Project Director for further information.
 4. Cost Status. A comparison of the approved budget by budget period and the actual costs incurred during the reporting period shall be provided. If cost sharing is required, the cost breakdown shall show the DOE share, recipient share, and total costs.
 5. Schedule Status. List milestones, anticipated completion dates and actual completion dates. If you submitted a project management plan with your application, you must use this plan to report schedule and budget variances. You may use your own project management system to provide this information.
 6. Describe any changes during the reporting period in project approach and the reasons for these changes. Remember, significant changes to the project objectives and scope require prior approval by the Contracting Officer.
 7. Describe any actual or anticipated problems or delays and any actions taken or planned to resolve them.
 8. Describe any absence or changes of key personnel or changes in consortium/teaming arrangement during the reporting period.
 9. List and describe any product produced or technology transfer activities accomplished during this reporting period, such as:
 - A. Publications (list journal name, volume, issue); conference papers; or other public releases of results. Attach or send copies of public releases to the DOE Program Manager identified in Block 15 of the Assistance Agreement Cover Page.
 - B. Web site or other Internet sites (list the URL) that reflect the results of this project.
 - C. Networks or collaborations fostered.
 - D. Technologies/Techniques (Identify and Describe).

- E. Inventions/Patent Applications (Identify and Describe with date of application)
- F. Other products, such as data or databases, physical collections, audio or video, software or NetWare, models, educational aid or curricula, instruments or equipment (Identify and Describe).

Special Status Report

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

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

B. SCIENTIFIC/TECHNICAL REPORTING

The dissemination of scientific and technical information (STI) ensures public access to the results of federally funded research. STI refers to information products in any medium or format used to convey results, findings, or technical innovations from research and development or other scientific and technological work that are prepared with the intention of being preserved and disseminated in the broadest sense applicable (i.e., to the public or, in the case of controlled unclassified information or classified information, disseminated among authorized individuals). Access to and archival of DOE-funded STI are managed by the DOE Office of Scientific and Technical Information (OSTI). For information about OSTI see <http://www.osti.gov>.

For more information on STI submittals, see <http://www.osti.gov/stip/submittal>.

By properly notifying DOE OSTI about the published results, the information will be made publicly accessible and discoverable through DOE web-based products.

NOTE: SCIENTIFIC/TECHNICAL PRODUCTS INTENDED FOR PUBLIC RELEASE MUST NOT CONTAIN PROTECTED PERSONALLY IDENTIFIABLE INFORMATION (PII).

PII is defined as any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in *public* sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of the following types of information: social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc., which could be mis-used if made publicly available.

Final Scientific/Technical Report

For R&D type awards where a Final Scientific/Technical Report is required, recipients are required to create and submit a final technical report. This Reporting Requirement will be denoted with the Frequency "F – Final" on the Federal Assistance Reporting Checklist.

The scientific/technical report is intended to increase the diffusion of knowledge gained by DOE-funded research, and all requirements shall be interpreted in that light.

Content. Research findings and other significant STI resulting from the DOE-sponsored R&D project shall be included in the final scientific/technical report, subject to the following provisions:

1. The scientific/technical report is to cover the entire project period. For Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) awards, a final scientific/technical report must be submitted after the completion of each phase, e.g., Phase I, Phase II, and sequential Phase II, as described in the Special Instructions.
2. STI that is publicly accessible need not be duplicated in the report if a citation with a link to where the information may be found is included in the report. For example, articles found in PAGES (i.e., DOE's Public Access Gateway for Energy and Science, <http://www.osti.gov/pages/>) are accessible to the public.
3. Provide identifying information: the DOE award number; sponsoring program office; name of recipient; project title; name of project director/principal investigator; and consortium/teaming members.
4. Include an acknowledgment of Federal support and a disclaimer, which must appear in the publication of any material as noted in the terms and conditions.
5. Include any limitations on public release of the report, if applicable. If the document being submitted contains patentable material or protected data (i.e., data first produced in the performance of the award that is protected from public release for a period of time by terms of the award agreement, e.g., SBIR protected data), then (1) prominently display on the

cover of the report any authorized distribution limitation notices, such as patentable material or protected data (e.g., SBIR protected data) and (2) clearly identify patentable or protected data on each page of the report. Reports delivered without such notices may be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use or reproduction of such reports. Any restrictive markings must also be noted in the distribution limitation section of the Announcement Notice (AN) 241.3 (see Electronic Submission Process, below). No protected PII should be included (see PII definition).

6. Provide an abstract or executive summary, which should be a minimum of one paragraph and written in terms understandable by an educated layperson. (Refer to <http://www.osti.gov/stip/standards> for ANSI/NISO guidance as needed.) The abstract included in an application may serve as a model for this.
7. Summarize project activities for the entire period of funding, including original hypotheses, approaches used, and findings. Include, if applicable, facts, figures, analyses, and assumptions used during the life of the project to support the results in a manner that conveys to the scientific community the STI created during the project. To minimize duplication, the report may reference STI, including journal articles, that is publicly accessible. See also #2.
8. For guidance offered by the National Information Standards Organization on typical attributes and content of a technical report, if needed, refer to ANSI/NISO Z39.18-2005 (R2010), Scientific and Technical Reports – Preparation, Presentation, and Preservation (see <http://www.osti.gov/stip/standards>).

Electronic Submission Process. The final scientific/technical report must be submitted via the DOE Energy Link System (E-Link) with a completed electronic version of DOE Announcement Notice (AN) 241.3, “U.S. Department of Energy (DOE), Announcement of Scientific and Technical Information (STI).” The Recipient can complete, upload, and submit the DOE AN 241.3 online via E-Link (<https://www.osti.gov/mlink-2413>).

The Recipient must mark the appropriate block in the “Intellectual Property/Distribution Limitations” Section of the DOE AN 241.3. Reports that are electronically uploaded must not contain any limited rights data (proprietary data), classified information, protected PII, information subject to export control classification, or other information not subject to release. During the upload process, the Recipient must self-certify that no content of this nature is being submitted. For assistance with reports containing such content, contact the Contracting Officer.

Text documents must be submitted in Adobe Portable Document Format (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematics, graphs, and charts. Please refer to <http://www.osti.gov/stip/best-practices-portable-document-format-pdf-creation> for PDF document creation.

Journal Article-Accepted Manuscript

Recipients are encouraged to publish their work in scholarly journals. When/if a recipient has an article accepted for publication in a peer-reviewed journal they are required to announce the publication to OSTI as detailed below. This Reporting Requirement will be denoted with the Frequency “O – Other” on the Checklist.

Public access to peer-reviewed scholarly publications can be achieved by following these instructions. If the Recipient has a journal article accepted for publication which contains information/data produced under the award, then the Recipient must submit an AN 241.3 for the author's full-text version of the accepted manuscript, as described below, at the time the article meets the status of being "accepted" for publication. The Federal Government's right to use the data produced under a Federal award is established in 2 CFR 200.315(d), U.S. Government's retained license to published results of federally funded research.

Content. The Recipient is to announce to DOE the final peer-reviewed accepted manuscript (AM), i.e., the version of the journal article content that has been peer reviewed and accepted for publication in a journal, by providing a persistent link to the accepted manuscript on the recipient's publicly accessible institutional repository or submitting the full text (see Electronic Submission Process below). The Recipient should NOT submit the journal's published version of the article, i.e., the Recipient should NOT submit a copyrighted reprint. The Recipient should not submit the content of peer reviews or a commitment to publish. The Recipient should provide only the accepted manuscript content intended to be the published article.

DOE will make no additional review of the content of an AM because the AM is a version of the journal article with the content to be published (i.e., publicly released) by the journal publisher. The Recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that PII, proprietary, export control or classified information shall be protected. DOE may choose to defer providing public access until an administrative interval period has passed.

The Recipient must self-certify at the time of submission to DOE via E-Link that the content is appropriate and that it is not a copyrighted reprint, i.e., the final version of the published article. Recipients are reminded that the article is to include an acknowledgement of Federal support and a disclaimer.

Electronic Submission Process. The Journal Article-Accepted Manuscript must be announced via the DOE Energy Link System (E-Link) by submitting a completed DOE Announcement Notice (AN) 241.3 (<https://www.osti.gov/mlink-2413>).

Within the AN 241.3, provide relevant journal information (article title, journal name, volume, issue, and any other pertinent publication information). Also provide a persistent link to the repository location of the accepted manuscript. An example of an acceptable persistent link is a URL to the specific location of the Journal Article-Accepted Manuscript hosted on a public, openly accessible university research publications website. If a persistent link is not available or if the website has access restrictions (preventing public access), then the Recipient must upload the full-text of the Accepted Manuscript using the AN 241.3 and E-Link instructions.

Full-text of accepted manuscripts must be in Adobe Portable Document Format (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematics, graphs, and charts. Please refer to <http://www.osti.gov/stip/best-practices-portable-document-format-pdf-creation> for PDF document creation.

Scientific/Technical Conference Paper/Presentation or Proceedings

Recipients are encouraged to announce Scientific and Technical Conference Papers/Presentations if they are the primary means by which certain research results are disseminated or if they contain research results not already announced to DOE by the Recipient in technical reports, accepted journal articles, or other STI. This Reporting Requirement will be denoted with the Frequency "O – Other" on the Checklist. Instructions for how to announce such STI can be found below. In cases where the Recipient is required to create and submit a Conference Proceedings, the Frequency will be "F – Final."

Content. The content should include: (1) Name of conference; (2) Location of conference; (3) Date of conference; and (4) Conference sponsor. Also include an acknowledgement of Federal support and a disclaimer.

Electronic Submission Process. Scientific/technical conference papers/presentations or proceedings must be submitted via the DOE Energy Link System (E-Link) with a completed DOE Announcement Notice (AN) 241.3 (<https://www.osti.gov/mlink-2413>).

DOE will not review conference papers or presentations prior to making publicly available via OSTI since they were already presented in a public setting during a conference. The Recipient is responsible for ensuring the suitability of the content for public release. The terms and conditions of award provide that PII, proprietary, export control or classified information shall be protected. The Recipient must self-certify at the time of submission to DOE via E-Link that the content is appropriate for and has been publicly released.

Scientific/technical conference papers or proceedings that are textual documents must be submitted in Adobe Portable Document Format (PDF) and be one integrated PDF file that contains all text, tables, diagrams, photographs, schematics, graphs, and charts. Please refer to <http://www.osti.gov/stip/best-practices-portable-document-format-pdf-creation> for PDF document creation. Audiovisual formats, such as PowerPoint (PPT) or video presentations, may be submitted as a Microsoft PPT file or audiovisual file by selecting the appropriate format on the AN 241.3 for the file to be uploaded or, in the case of videos posted on a publicly available website, by providing a link to the specific video. Format options and other instructions can be found at <http://www.osti.gov/stip/audiovisualsti>.

Scientific/Technical Software & Manual

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

Submission Process. The software submission must be accompanied by a completed DOE Announcement Notice (AN) 241.4 "Announcement of U.S. Department of Energy Computer Software." The announcement notice and instructions are available on E-Link at <http://www.osti.gov/estsc/241-4.jsp>. The AN 241.4 may be filled online and submitted electronically, with a printed copy or note accompanying the shipped software package.

Software (including user guide or manual) must be submitted on computer disk (CD) shipped via regular mail to:

Energy Science and Technology Software Center
P.O. Box 1020

Other STI

Recipients are encouraged to announce other forms of STI especially if they are the primary means by which certain research results are disseminated or if they contain research results not already announced to DOE by the Recipient in technical reports, accepted journal articles, or other STI. This Reporting Requirement will be denoted with the Frequency "O – Other" on the Checklist.

Other types of STI produced which may be for used for public dissemination of project results include: dissertation/thesis, patent, book, or other similar products. These types of STI may also be announced using DOE AN 241.3 by following instructions on the E-Link website (<http://www.osti.gov/mlink-2413>).

C. FINANCIAL REPORTING

The Recipient must complete the SF-425 as identified on the Reporting Checklist in accordance with the report instructions. A fillable version of the form is available at http://www.whitehouse.gov/omb/grants/grants_forms.aspx.

D. CLOSEOUT REPORTS

Final Invention and Patent Report

The Recipient must provide a DOE Form 2050.11, "PATENT CERTIFICATION." This form is available at <http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms> under Reporting Forms.

Final Property Report

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

E. OTHER REPORTING

Annual Indirect Cost Proposal and Reconciliation

Requirement. In accordance with the applicable cost principles, the recipient must submit an annual indirect cost proposal, reconciled to its financial statements, within six months after the close of the recipient's fiscal year, unless the award is based on a predetermined or fixed indirect rate(s), or a fixed amount for indirect or facilities and administration (F&A) costs. The format and content of the indirect cost proposal should follow the Defense Contract Audit Agency's (DCAA) ICE Model in order to be considered an adequate proposal. DCAA's ICE Model can be found on the DCAA website at: http://www.dcaa.mil/ice_model.html.

Cognizant Agency. The Recipient must submit its annual indirect cost proposal directly to the cognizant agency for negotiating and approving its indirect costs. If the DOE awarding office is the cognizant agency, the Recipient must submit their annual indirect cost proposal to <https://www.fedconnect.net/fedconnect/default.aspx>

Audit of For-Profit Recipients

As required by 2 CFR parts 910.500 through 910.521, a For-Profit entity which expends \$750,000 or more during their fiscal year in DOE awards must have a compliance audit conducted for that year.

Submission: The compliance audit report(s) must be submitted to DOE within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period (Recipient's fiscal year-end). The compliance audit report must be submitted, along with audited financial statements (if applicable), to the appropriate DOE Contracting Officer at <https://www.fedconnect.net/fedconnect/default.aspx> as well as to the DOE Office of the Chief Financial Officer (CFO) at DOE-Audit-Submission@hq.doe.gov.

SF-428 Tangible Personal Property Report Forms Family

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

If at any time during the award the Recipient is provided Government-furnished property or acquires property with project funds and the award specifies that the property vests in the Federal Government (i.e. federally owned property), the Recipient must submit an annual inventory of this property to the DOE Administrator using the SF-428 and SF-428-A forms at the address on page 1 of this checklist **no later than October 30th of each calendar year**, to cover an annual reporting period ending on the preceding September 30th. The SF-428 and SF-428-B reports are required 90 calendar days after completion or termination of award to complete the closeout process.

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

**STATEMENT OF OBJECTIVES FOR THE AGREEMENT IN PRINCIPLE BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
NATIONAL NUCLEAR SECURITY ADMINISTRATION
AND
THE STATE OF TEXAS**

1. Introduction

The purpose of this Grant is to provide additional technical and financial support for the State to advise and assist in assuring that the U.S. Department of Energy (DOE), National Nuclear Security Administration (NNSA) activities at the Pantex Plant, herein referred to as the Plant, do not adversely impact the public health and safety and the environment, by promoting cooperative efforts between the NNSA, the State, and local governments. This Grant is not intended to supplant usual state regulatory activities or usual NNSA environmental, health, and safety programs. Specifically, this Grant will allow the State and local government(s) to:

- a. Conduct assisted confirmatory monitoring at and around the Plant;
- b. Perform expedited State technical reviews of Plant environmental documents;
- c. Participate in technical and Pantex-related meetings; and
- d. Implement an effective and coordinated emergency management program between the Plant, the State and local governments.

2. Background

Beginning in the 1970's, governors whose states hosted weapons plants began petitioning the Department of Energy for assistance in cleaning up the sites. Governor Cecil Andress of Idaho eventually filed suit. In 1989, the U.S. Justice Department, along with the FBI, the state of Colorado, and the Environmental Protection Agency, raided the Rocky Flats Plant. Significant environmental hazards were uncovered and the plant was shut down.

This prompted Secretary of Energy Admiral Watkins to propose an Agreement in Principle between DOE and states hosting nuclear defense facilities, with the focus on environmental cleanup. Emergency response activities were added to the agreement and a number of states signed on.

In July, 1990, Governor William P. Clements signed the Agreement in Principle (AIP) between the State of Texas and the U.S. Department of Energy. That agreement enables the state of Texas to help protect human health and safety and the environment at and around the Pantex Plant through environmental oversight and emergency response.

The AIP has been renewed every five years since then, with the most recent agreement signed by Governor Rick Perry's Chief of Staff Raymond C. Sullivan on July 14, 2010. The current agreement is not up for renewal for another 4 years but the grant that funds the agreement was only extended until September 30, 2016 in support of preparing the necessary documents. The new agreement will run from October 1, 2016 to September 30, 2021.

In Texas, the program is administered by the Pantex Program of the State Energy Conservation Office. The work is divided between emergency response and environmental cleanup, with a number of state and local governmental agencies doing the work.

No funds provided by the NNSA under this Grant in support of the AIP shall be used to fund judicial or administrative actions against the NNSA, including activities in contemplation of litigation. Additionally, no NNSA funds shall be used to support State activities that are required by federal, state, and local laws or regulations, or activities that are routinely or normally funded by the State or by other federal entities.

ARTICLE II – STATEMENT OF OBJECTIVES

The State will pursue the State of Texas Action Items described in Article IV. The general intent of these State of Texas Action Items is to provide expedited review of Pantex Plant environmental documents; conduct assisted confirmatory monitoring; participate in technical and Pantex-related meetings; and pursue emergency management programs that are effective, comprehensive, and coordinated with NNSA program at the Plant.

State activities are not in lieu of, but supplemental to, regular monitoring, enforcement, and emergency preparedness functions required by state and federal law. Comments or recommendations made pursuant to the initiatives described in this Grant shall not constitute regulatory approval as may otherwise be required by state or federal laws.

This Grant and attachment hereto in no way circumvent or diminishes the authority of the State to fully carry out its statutory and regulatory responsibilities under state and federal laws, or the right of the NNSA to raise any defenses available under law in the case of any enforcement action brought by the State or other, whether in an administrative or judicial proceeding.

ARTICLE III – LONG TERM STEWARDSHIP (LTS) PROGRAM

The Environmental Restoration (ER) program transitioned from Environmental Management (EM) to NNSA's Long Term Stewardship (LTS) program in 2010. The LTS Program will be governed by various environmental documents approved by the regulatory agencies having jurisdiction over those aspects of the Pantex Plant; by all applicable laws, regulations, rules, permits, and other

regulatory actions and documents; and by the requirements of the U.S. Department of Energy, the National Nuclear Security Administration (NNSA), and the NNSA Production Office (NPO)

ARTICLE IV – SPECIFIC PROJECT OBJECTIVES

This article sets out the specific tasks to be performed under this Grant by the State Energy Conservation Office (SECO), all cognizant State agencies, and local political subdivisions within the designated Pantex Plant Emergency Planning Zone (EPZ) These tasks are grouped into three general categories:

- Task One General
- Task Two Environmental Support
- Task Three Emergency Management

Tasks for which the State has the lead responsibility are identified as “Stated Actions Items.”

The State Conservation Office (SECO), all cognizant State agencies, and local political subdivision within the designated Pantex Emergency Planning Zone will participate in quarterly status meeting with the NNSA, prepare a Project Description and cost estimate for activities to be conducted in FYs FY2017 through 2021, prepare quarterly reports, propose amendments to the Grant as appropriate, and participate in tours, meetings, workshops and symposia. The SECO will provide overall project integration for the State. Specific activities will include:

1. Management of sub-grants to state agencies and local governments;
2. Preparation of all required reports;
3. Coordination of meetings and all other AIP-related activities with the NNSA Production Office (NPO) and its contractors through the NPO Officer; and
4. Publish on the AIP Website the reported data from assisted confirmatory sampling at and around the Pantex Plant.

The cognizant State agencies, acting through the SECO, will:

1. Participate in quarterly status meetings organized by the SECO Director of Pantex Programs through coordination with and concurrence by the NPO Officer;
2. Provide quarterly status reports;

3. Participate in technical and Pantex-related meetings to discuss activities or issues related to the Pantex Plant;
4. Provide expedited review of Pantex Plant environmental documents;
5. Provide assisted confirmatory sampling at and in the vicinity of the Pantex Plant;
6. Provide, as appropriate, reports and brochures for public education on the Pantex Plant; and
7. Provide annual reports for dissemination through the AIP Website of data from assisted confirmatory sampling at and around the Plant.

In addition to the SECO and cognizant State agencies, other parties will conduct activities through the sub-grant from the SECO. These entities include local political subdivisions within the designated Pantex Emergency Planning Zone.

Each specific work objective is discussed more thoroughly in the sections below, detailing Tasks One through Three of this Agreement.

TASK ONE: GENERAL

A. State Action Items:

The cognizant State agencies and local political subdivisions acting through the SECO, will:

1. Provide qualified personnel for appropriate level of security clearance to conduct those activities under the Grant that require a security clearance based upon a "need-to-know." Security clearances will be paid for with federal funding.
2. Notify their Pantex Plant sponsor when personnel will be on site at Pantex, providing the date(s) and time(s).
3. Require individuals with security clearances to be responsible for renewing their badges and keeping them current.
4. Provide a brief position description for personnel who are partially or fully funded with AIP funds as part of the annual scope of work. Include the roles and responsibilities for each position funded, along with the percentage of time budgeted for AIP activities.

TASK TWO: ENVIRONMENTAL SUPPORT

A. State Action Items:

The cognizant state agencies, acting through the SECO, will:

1. Provide expedited review of Pantex Plant environmental documents, to include documentation pertaining to delisting under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA);
2. Participate in technical and Pantex-related meetings;
3. Sample any public drinking water system in the vicinity of the Pantex Plant. For any systems that are determined to be potentially affected by Plant operations, the State, in cooperation with local governments, will develop a program for increased frequency of system sampling and analysis. Analysis will include chemicals and radionuclides that are reasonably expected to be in or derived from a possible release by the Pantex Plant;
4. Collect and analyze soil, water, and other appropriate environmental media from the Pantex Plant environs for selected radionuclides and/or chemicals. Samples will be analyzed on a priority basis and results provided in a semi-annual report to the NPO and made available on the AIP Website. Any samples that exceed regulatory limits will be reported to the NPO within 24 hours of analysis;
5. Monitor the Pantex Plant site boundary with dosimeters to determine ambient gamma radiation levels;
6. Maintain air monitoring system for particulate radionuclides, and provide enhancements, as appropriate;
7. Perform chemical and radiological analyses of air samples;
8. Review environmental monitoring and modeling results from potential public health impacts;
9. Provide all verified sampling data, analysis results, and reports produced as part of the AIP environmental oversight responsibility to NPO on an annual basis.
10. Prepare environmental monitoring and analysis plans and updates as appropriate, for the monitoring and analysis of chemical and radiological materials, which may be present in the environment in and around the Pantex Plant. Provide NPO with the opportunity to review and comment on such plans prior to publication; and
11. Allow NPO to split samples, whenever possible, in all environmental monitoring activities.

TASK THREE: EMERGENCY MANAGEMENT

A. State Action Items:

In accordance with the Texas Disaster Act of 1975, and consistent with the Executive order of the Governor Relating to Emergency Management, local governments, the SECO, and cognizant State agencies have specific responsibilities for emergency planning and response. Joint emergency planning under this agreement and associated Grant should be consistent with the Texas Disaster Act and the Executive Order of the Governor and should meet the Governor's Division of Emergency Management (GDEM) and Department of Homeland Security standards and criteria.

The cognizant State agencies, and local political subdivisions, acting through the SECO, will:

1. Review and provide comments on changes/revisions to the Pantex Plant hazard assessment and other emergency planning documents that affect off-site agencies, as appropriate. Maintain current copies of applicable Pantex Plant emergency planning documents provided to the State and local governments;
2. Update appropriate state-level plans, annexes, and procedures pertaining to a radiological and/or hazardous material incident at the Pantex Plant. Prior to completion of the updating process, comments will be solicited from Pantex officials. Once published, provide copies of applicable State and local emergency plans and procedures related to the Pantex Plant to NPO;
3. In coordination with Pantex officials, design, schedule, conduct, and evaluate periodic joint emergency exercises and drills. Engage with NPO officials in an annual workshop to schedule drills and exercises. Maintain a five-year joint exercise and drill schedule and update it annually. Participate in such exercises and drills to the extent possible with at least one full exercise participation, to include off-site facilities such as the Joint Information Center (JIC) and the Amarillo Reception Center, every three years. Full exercise participation is defined as appropriate demonstration of multi-agency coordination and incident command system response by AIP Task III members (TDEM, DPS, DSHS, and local jurisdictions within the EPZ) in the Pantex exercise to an extent required by the Pantex exercise scenario;
4. Require State and local government personnel whose positions are funded at least 50% by the AIP to participate and support the Pantex annual exercise unless otherwise agreed to by the NPO Emergency Preparedness Program Manager.

5. Meet periodically with the NPO and Pantex Plant emergency management staff to review and resolve emergency management issues and coordinate emergency management activities, to include recovery from a radiological incident;
6. Participate in periodic notification exercises and communication drills;
7. In the event of an incident at Pantex potentially affecting the offsite population, assist the local authorities to the extent and in the manner identified in respective state and local emergency management plans and mutual aid agreements;
8. In conjunction with NPO, coordinate radiological training on Pantex-related hazards and response protocols for State and local governments, as needed
9. Assist local government in updating plans and procedures, and provide multi-jurisdictional integration of such plans and procedures related to Pantex operational emergencies. Review and provide comments regarding local emergency plans developed to prepare for a radiological and/or hazardous material incident at the Pantex Plant;
10. Develop and disseminate public information focused on Pantex Plant hazards, public protective actions, warning systems, and emergency preparedness information to areas surrounding the Pantex Plant;
11. Provide guidance relating to radiological aspects of public information materials and programs. Review and comment as requested;
12. Coordinate with the Pantex Plant an emergency public information program to include coordination of emergency preparedness information and inclusion of State and local governments in the operation of a Joint Information Center (JIC);
13. Develop and implement procedures, drills, and exercises for a local government-operated Reception Center for the receipt of displaced families, individuals and animals from a Pantex Plant Operational Emergency, to include the capability to receive, monitor, and if necessary, decontaminate;
14. Provide certification to NPO annually that the State and all local governments under this Grant have implemented and are fully compliant with the National Incident Management System (NIMS) in accordance with the provisions of HSPD-5 and HSPD-8, and the Secretary of Homeland Security's Letter to the Governors, dated September 8, 2004;

15. Provide support and leadership to local government sub-grantees to ensure full NIMS implementation and compliance;
16. Provide support and leadership to local government sub-grantees to ensure full NIMS implementation and compliance; and
17. In the event of an Operational Emergency at the Pantex Plant, ensure a timely, clear, accurate and effective information exchange occurs between State and local governments and the Pantex Plant. This includes receiving initial briefings and ongoing information sufficient for the protection of public health, safety and security, coordination of response, Emergency Operations Center (EOC) interfaces, public information activities, and logistical support.

STATEMENT OF SUBSTANTIAL INVOLVEMENT

DOE/NNSA Production Office rights executed under this provision may consist of involvement by programmatic, managerial and contractual elements of DOE/NNSA, and may include, but not necessarily be limited to, the DOE/NNSA Production Office Program Manager, and the DOE/NNSA Contracting Officer. Substantial involvement in the execution of the Environmental Monitoring and Emergency Management Program (EMEMP), technical objectives is not anticipated, except as may be specifically required by stipulations contained herein or warranted by prevailing circumstances and/or as specified below.

The major provisions of DOE/NNSA's substantial involvement in the Environmental Monitoring and Emergency Management Program (EMEMP) Cooperative Agreement follow:

1. DOE/NNSA will participate in overall program management of the EMEMP project, and is primarily represented by the DOE/NNSA Production Office Program Manager. The Program Manager coordinates activities with the State of Texas, NNSA Production Office, and the Contracting Officer.
2. The NNSA Production Office Program Manager reviews all deliverables and is responsible for requesting and recommending any changes to the Cooperative Agreement to the Contracting Officer. The Program Manager also reviews, recommends, and administers annual incremental funding for the Cooperative Agreement and assures orderly progression of work from year-to-year.
3. The DOE/NNSA Production Office will examine the continuity and consistency of program objectives, and also assure that the objectives are responsive to all disciplines of nuclear science and security needs of DOE/NNSA and the nation. DOE/NNSA members will include the NNSA Production Office Program Manager and other senior DOE/NNSA officials as required.

These provisions notwithstanding, the State of Texas retains the primary responsibility to manage the Environmental Monitoring and Emergency Management Program project in accordance with all provisions of the Cooperative Agreement. The State of Texas shall not rely on DOE/NNSA's exercise of substantial involvement as a substitute for, or a supplement to the State of Texas' program management obligations.

Applicant Name: State of Texas

Award Number:

Budget Information - Non Construction Programs

OMB Approval No. 0348-0044

Section A - Budget Summary		Estimated Unobligated Funds			New or Revised Budget		
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)	Total (g)
1. Texas AIP	81.502			\$7,250,302		\$7,250,302	\$0
2.							\$0
3.							\$0
4.							\$0
5.	Totals	\$0	\$0	\$7,250,302	\$0	\$7,250,302	\$0
Section B - Budget Categories							
6. Object Class Categories	Grant Program, Function or Activity						
	(1) FY2017	(2) FY2018	(3) FY2019	(4) FY2020	(5) FY2021	Total (6)	
a. Personnel	\$737,941	\$757,184	\$769,469	\$781,663	\$793,845	\$3,840,102	\$0
b. Fringe Benefits	\$238,368	\$245,305	\$249,141	\$253,962	\$258,721	\$1,245,497	\$0
c. Travel	\$97,403	\$73,338	\$71,260	\$106,020	\$73,807	\$421,828	\$0
d. Equipment	\$54,700	\$45,304	\$43,357	\$45,210	\$64,464	\$253,035	\$0
e. Supplies	\$40,485	\$36,310	\$37,451	\$40,597	\$38,747	\$193,590	\$0
f. Tuition							\$0
g. Publications							\$0
h. Other	\$171,820	\$159,839	\$162,598	\$182,225	\$185,155	\$861,637	\$0
i. Total Direct Charges (sum of 6a-6h)	\$1,340,717	\$1,317,280	\$1,333,276	\$1,409,677	\$1,414,739	\$6,815,689	\$0
j. Indirect Charges	\$141,005	\$141,644	\$143,111	\$152,176	\$150,002	\$727,938	\$0
k. Totals (sum of 6i-6j)	\$1,481,722	\$1,458,924	\$1,476,387	\$1,561,853	\$1,564,741	\$7,543,627	\$0
7. Program Income							\$0

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Section C - Non-Federal Resources				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) Totals
				\$0
8.				\$0

first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 Columns (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, Columns (c) through (g)

For new applications, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

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Section C. Non-Federal Resources

Lines 8-11—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a)—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b)—Enter the contribution to be made by the applicant.

Column (c)—Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d)—Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e)—Enter totals of Columns (b), (c), and (d).

Line 12—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f) Section A.

and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should not equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

Section B. Budget Categories

In the column headings (a) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-i—Show the totals of Lines 6a to 6h in each column.

Line 6j—Show the amount of indirect cost.

Line 6k—Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5.

Line 7—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19—Enter in Column (a) the same grant program titles shown in Column

(a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

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Line 21—Use this space to explain amounts for individual direct object-class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.