

**REDACTED  
EXEMPTION 4**

Subrecipient: \_\_\_\_\_

DE-EE0002877

**Complete this section for each subrecipient with proposed total costs of \$100,000 or more. Otherwise, delete this section.**

*For awards to corporations and nonprofits, full reviews of their individual sub-recipients will be conducted for sub-recipient work with total costs (including cost share) greater than or equal to \$250,000 or greater than or equal to 50% of the total project costs, whichever is less. For awards to Universities, States, and Local Governments, full reviews of their individual sub-recipients will be conducted for sub-recipient work with total costs (including cost share) greater than or equal to \$500,000 or greater than or equal to 25% of the total project costs, whichever is less.*

*Full reviews consist of Tech Evaluation/Negotiation Memos covering reviews of budgets, budget justifications, and scopes of work. For all sub-recipients costs that are below these thresholds, projects must continue to be assessed for reasonableness on the basis of the explanation (cost and brief description of work) presented by the Recipient in their application.*

Subrecipient: \_\_\_\_\_

**SECTION II – NEGOTIATION SUMMARY**

Project Officer/Specialist to complete:

7. Please record any significant application or budget submissions that resulted in a revised budget in the Negotiation History Table below (including SF424A, budget justifications, e-mails, etc.):

Application/Budget Submission	Reference Document	Date of Submission	Summary of Change
Original		12/29/2009; 7/8/2009	
Revision 1	REDACTED		
Revision 2	EXEMPTION 4		
Revision "n"			

8. Complete Budget Table below (only include the original budget and final negotiated costs – the Percent of Total Negotiated Budget will calculate automatically)

**Note: List proposed amounts by category even if there are no differences in the dollar amount.**

Element of Cost	Original Budget Submission	Final Negotiated Costs	Percent of Total Negotiated Budget	Fringe Benefits and Indirects	
				Proposed Rate	Negotiated Rate
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Construction					
Other					
Total Direct Charges					
Indirect Charges					
<b>TOTAL</b>					
Program Income					
DOE Share (non-FFRDC)					
DOE Share (FFRDC)					
Total DOE Share					
Non-Federal Cost Share					

\*SEE ATTACHED SF 424A FOR BUDGET PERIOD BREAKDOWN\*

3. Is the original budget the same as the negotiated budget:  Yes  No

**If No, please check all boxes that apply:**

- Change in the Project Scope
- Changes due to Time Delays
- Math Errors in Budget
- Changes in Indirect/Fringe Costs Caused Changes in Direct Costs or Total Project Costs
- Indirect/Fringe Rates incorrectly applied
- Other (explain) \_\_\_\_\_

REDACTED  
EXEMPTION 4

Subrecipient: ..

DE-EE0002877

7. Briefly describe and explain any substantial change(s) to the original Statement of Project Objectives submitted by the recipient:

Project Officer commentary:

Statement of Project Objectives was not provided in original application.

**SECTION III – TECHNICAL EVALUATION SUMMARY**

A. For each cost category, the Project Officer and the Specialist will complete his/her Technical Evaluation of the Negotiated Costs to confirm that they are all reasonable, allowable, and allocable. Additional comments should be added as necessary and as indicated below.

1. Personnel:

Total Negotiated Personnel Costs: **REDACTED EXEMPTION 4** Not Applicable, the recipient did not propose Personnel costs:

Project Officer:

The labor hours proposed in the negotiated budget are reasonable for the scope of work:

The labor mix proposed in the negotiated budget is reasonable:

Specialist:

Please fill out the following table with the negotiated costs:

Labor Type	Budget Period 1			Budget Period 2		
	Hours	Rate	Total	Hours	Rate	Total
Total:						

Negotiated labor rates are reasonable:  (Please attach supporting documentation e.g. [www.salary.com](http://www.salary.com), if applicable)

2. Fringe Benefits:

Total Negotiated Fringe Benefit Costs: **REDACTED EXEMPTION 4** Not Applicable, the recipient did not propose Fringe Benefit costs:

Specialist:

Does the Recipient have an approved rate agreement:  Yes  No

If Yes, List the Date of Rate Agreement: \_\_\_\_\_

Cite Federal Cognizant Agency: \_\_\_\_\_

If No, select one of the following:

Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)

Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination)

List Date of review: \_\_\_\_\_



Specialist determined that rate was reasonable

Other: \_\_\_\_\_

Please fill out the following table with the negotiated costs:

	Personnel	Total Cost	Fringe Rate	Cost
<i>Example Only</i>	<i>Principal Investigator</i>	<i>\$100,000</i>	<i>25%</i>	<i>\$25,000</i>
	Total:			

The fringe benefit costs in the negotiated budget were appropriately applied and are reasonable:

3. Travel:

Total Negotiated Travel Costs: \$

Not Applicable, the recipient did not propose Travel costs:

Project Officer:

The number and type of trips proposed in the negotiated budget are reasonable for the scope of work:

The costs per trip proposed in the negotiated budget are reasonable:

Is foreign travel included in the negotiated budget:  Yes  No (If yes, please fill out the following table with the negotiated costs below)

Location	Total Cost	Rationale for Foreign Travel

If the negotiated travel budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:

Specialist concurs.

4. Equipment:

Total Negotiated Equipment Costs: \$

Not Applicable, the recipient did not propose Equipment costs:

Project Officer:

The type(s) of equipment proposed in the negotiated budget is/are reasonable for the scope of work:

The cost of equipment proposed in the negotiated budget are reasonable:

Is there any proposed equipment with a total cost exceeding \$50,000:  Yes  No (If yes, please fill out the following table with the negotiated costs and basis of cost, i.e. historical price or vendor quote)



Equipment	Total Cost	Purpose of Equipment	Basis of Cost

*If the negotiated equipment budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:*

Specialist concurs.

5. Supplies:

Total Negotiated Supplies Costs: \$	Not Applicable, the recipient did not propose Supplies costs: <input checked="" type="checkbox"/>
-------------------------------------	---

Project Officer:

The types /quantities of supplies proposed in the negotiated budget are reasonable based on the scope of work:

The costs of supplies proposed in the negotiated budget are reasonable:

*If the negotiated supply budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:*

Specialist concurs.

6. Contractual:

Total Negotiated Contractual Costs: \$	Not Applicable, the recipient did not propose Contractual costs: <input checked="" type="checkbox"/>
--	--

Project Officer:

The subrecipients proposed in the negotiated budget are appropriate for the scope of work:

The contractual costs proposed in the negotiated budget are reasonable:  Yes

Please fill out the following table with the negotiated costs:

Subrecipient/Vendor Name	BP 1 Cost	BP 2 Cost	Total Cost	Contribution to Project (Identify SOPO Tasks)

Did the Recipient propose any subrecipients with total costs above \$100,000?  Yes  No (If Yes, a separate Technical Evaluation/Negotiation Memorandum is required for each subrecipient/vendor – see below)

Specialist concurs.

7. Construction:

Total Negotiated Construction Costs: \$	Not Applicable, the recipient did not propose Construction costs: <input checked="" type="checkbox"/>
Project Officer:	
The type of construction proposed in the negotiated budget is appropriate for the scope of work: <input type="checkbox"/>	
The construction costs proposed in the negotiated budget are reasonable: <input type="checkbox"/>	
<input type="checkbox"/> Specialist concurs.	

8. Other Direct Costs:

Total Negotiated Other Direct Costs: <b>REDACTED EXEMPTION 4</b>	Not Applicable, the recipient did not propose Other Direct costs: <input type="checkbox"/>
Project Officer:	
The types of other direct costs proposed in the negotiated budget are reasonable for the scope of work: <input checked="" type="checkbox"/>	
The costs proposed in the negotiated budget for other direct costs are reasonable for the scope of work: <input checked="" type="checkbox"/>	
<i>If the negotiated other direct cost budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:</i>	
<b>REDACTED EXEMPTION 4</b>	
<input type="checkbox"/> Specialist concurs.	

9. Indirect Charges:

Total Negotiated Indirect Costs: <b>REDACTED EXEMPTION 4</b>	Not Applicable, the recipient did not propose Indirect costs: <input type="checkbox"/>
Specialist:	
Does the Recipient have an approved rate agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No	
If Yes, List the Date of Rate Agreement: _____	
Cite Federal Cognizant Agency: _____	
If No, select one of the following:	
<input type="checkbox"/> Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)	
<input type="checkbox"/> Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination) List Date of review: _____	
<input type="checkbox"/> Specialist determined that rate was reasonable	
<input type="checkbox"/> Other: _____	
Please fill out the following tables with the negotiated costs:	

DE-EE0002877

Base Item	Base Cost	Rate	Indirect Cost
<i>Example Only: Modified Total Direct Costs</i>	<i>\$100,000</i>	<i>25%</i>	<i>\$25,000</i>
Total:			

The indirect costs proposed in the negotiated budget were appropriately applied and are reasonable:



**SECTION IV – RECOMMENDATIONS/APPROVAL**

Signatures of the Project Officer and Specialist, indicating their recommendations, as indicated below, will occur after their mutual agreement on the contents of this document, and before the review and approval process for the action. The signatures below indicate that the costs in the negotiated budget are reasonable, allowable, and allocable.

**1. Technical Recommendation**

The project costs are acceptable and should be considered for a financial assistance award. The resources have been reviewed relative to the Statement of Project Objectives and are found to be reasonable, except as previously noted herein.

\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
(Typed Name)  
Project Officer

**2. Specialist Recommendation**

In view of the above analysis, the technical evaluation, and considering all known factors, this Award is recommended.

\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
(Typed name)  
Grants and Agreements Specialist

**3. Contracting Officer Approval \***

I concur with the above recommendation and have determined that the Recipient is responsible. I consider this Award to be in the best interest of the Government, and approve the award documents. (Select this box if the preparer is not the contracting officer)

In view of the analysis, the technical evaluation, and considering all known factors, I have determined that the Recipient is responsible. This Award is considered to be in the best interest of the Government and approved. (Select this box if the preparer is also the contracting officer and indicate N/A in Block 2.)

\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
(Typed name)  
Contracting Officer

*\* Contracting Officers shall not sign an award/negotiation memorandum when they are the preparer, without first obtaining a review by their Branch Chief (PF-1 form). However, the Branch Chief may designate another Branch Chief to review the documents. When the Contracting Officer is the Branch Chief, the Contracting Officer will obtain a review from another Independent Reviewer (e.g., Contracting Officer or Policy Analyst). Specialists or Contracting Officers have the discretion to request Independent Review or Legal Review of any action, whether or not required by the review policy, due to unusual circumstances, high visibility, or political sensitivity.*

**\*\*PLEASE DELETE ALL BLUE TEXT ONCE FORM IS COMPLETE**

U.S. DEPARTMENT OF ENERGY  
GOLDEN FIELD OFFICE

DE-EE0002877



FINANCIAL ASSISTANCE COMBINED COST/TECHNICAL EVALUATION  
AND NEGOTIATION MEMORANDUM

SECTION I - GENERAL INFORMATION

This technical evaluation/negotiation memorandum will be prepared jointly by the assigned DOE/Golden OCPM AND OAFAs personnel, to document the specific action being evaluated and supported. Each office is responsible for certain sections of this document. The assigned OCPM and OAFAs personnel responsible for the action will both sign this document upon its completion, demonstrating their agreement on its contents.

Project Officer to complete:

- 1. Recipient: Solazyme, Inc.
- 2. Grant/Cooperative Agreement No.: DE-EE0002877 Modification No. 001  
Requisition No:  
Project Title: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae
- 3. Type of Action:  New Award     Renewal     Continuation     Revision

Description of this Action: (NOTE: Indicate what is addressed by this Action only):

The purpose of this action is to lift the conditions on the \$ Ex 4 used in Budget Period 1 of the award for Solazyme, Inc. for the project entitled "Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae." It also approves the scope and budget for Budget Period 1.

- 4. Award type, as determined at Procurement Strategy Meeting (for new awards):  Grant     Cooperative Agreement

If Cooperative Agreement, provide the specifics of the Substantial Involvement. (Note: This language will be used in the Substantial Involvement provision of the award.):

Include standard language.

- 5. New/Revised Project Period for this Award: From: 01/29/2010 To: 03/31/2013  
New/Revised Budget Period 1 for this Award: From: 01/12/2010 To: 03/31/2010  
New/Revised Budget Period 2 for this Award: From: \_\_\_\_\_ To: \_\_\_\_\_

Comment [CL1]:

- 6. Compliance Assessment (skip if new award):
  - a. Deliverables

The Recipient is current in submitting required reports:  Yes  No

If no, identify the delinquent report(s), indicate what action(s) have been taken to remedy the situation, and identify what further action(s) are necessary, if any:

[Redacted area]

- b. Financial

The Recipient is current in meeting the cost share requirement:  Yes  No

If no, indicate what action(s) have been taken to remedy the situation and validate why this new action should proceed:

[Redacted area]

- 7. Check the applicable box for Funding Appropriation:
  - Energy and Water     Other \_\_\_\_\_

REDACTED  
EXEMPTION 5  
(Deliberative  
Process)





**SECTION II – NEGOTIATION SUMMARY**

Project Officer/Specialist to complete:

1. Please record any significant application or budget submissions that resulted in a revised budget in the Negotiation History Table below (including SF424A, budget justifications, e-mails, etc.):

Application/Budget Submission	Reference Document (s)	Date of Submission	Summary of Change
Original		7/8/2009	
Revision 1		1/20/2010	Updated SF-424a and PMC 123.1 to reflect Solazyme's cost share
Revision 2	REDACTED	3/2/2010	Updated to reflect shifting some tasks
Revision "n"	EXEMPTION 4		

2. Complete Budget Table below (only include the original budget and final negotiated costs – the Percent of Total Negotiated Budget will calculate automatically)

**Note: List proposed amounts by category even if there are no differences in the dollar amount.**

Element of Cost	Original Budget Submission	Final Negotiated Costs	Percent of Total Negotiated Budget	Fringe Benefits and Indirects	
				Proposed Rate	Negotiated Rate
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Construction					
Other					
Total Direct Charges					
Indirect Charges					
<b>TOTAL</b>					
Program Income					
DOE Share (non-FFRDC)					
DOE Share (FFRDC)					
Total DOE Share					
Non-Federal Cost Share					

\*SEE ATTACHED SF 424A FOR BUDGET PERIOD BREAKDOWN\*

3. Total Allowable Adjustment without Concurrence from the Selection Official per the Selection Statement: \_\_\_\_\_

Actual Total Adjustment based on Budget Table Above: \_\_\_\_\_

Is the original budget the same as the negotiated budget:  Yes  No

REDACTED  
EXEMPTION 4

**If No, please check all boxes that apply:**

Change in the Project Scope \*Original scope did not have any detailed engineering/design work in BP1; these engineering/design tasks were shifted from BP2 in original application to BP1 in current negotiated BP1 scope.

Changes due to Time Delays

Math Errors in Budget

Changes in Indirect/Fringe Costs Caused Changes in Direct Costs or Total Project Costs

Indirect/Fringe Rates incorrectly applied

Other (explain) Original application's cost share; selected on condition of achieving

Solazyme increased their contribution to \$5.4 to reach the cost share requirement and maintain the same level of DOE funding.

DE-EE0002877

4. Briefly describe and explain any substantial change(s) to the original Statement of Project Objectives submitted by the recipient:

Project Officer commentary:

SOPO was not submitted in original application.

**SECTION III – TECHNICAL EVALUATION SUMMARY**

A. For each cost category, the Project Officer and the Specialist will complete his/her Technical Evaluation of the Negotiated Costs to confirm that they are all reasonable, allowable, and allocable. Additional comments should be added as necessary and as indicated below.

1. Personnel:

**REDACTED  
EXEMPTION 4**

Total Negotiated Personnel Costs:	Not Applicable, the recipient did not propose Personnel costs: <input type="checkbox"/>																																																												
Project Officer: The labor hours proposed in the negotiated budget are reasonable for the scope of work: <input checked="" type="checkbox"/>  The types of labor and labor mix proposed in the negotiated budget is reasonable: <input checked="" type="checkbox"/>  The proposed labor rates are reasonable: <input checked="" type="checkbox"/>																																																													
Specialist: Please fill out the following table with the negotiated costs:																																																													
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Labor Type</th> <th colspan="3">Budget Period 1</th> <th colspan="3">Budget Period 2</th> </tr> <tr> <th>Hours</th> <th>Rate</th> <th>Total</th> <th>Hours</th> <th>Rate</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Total:</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>							Labor Type	Budget Period 1			Budget Period 2			Hours	Rate	Total	Hours	Rate	Total																																				Total:						
Labor Type	Budget Period 1			Budget Period 2																																																									
	Hours	Rate	Total	Hours	Rate	Total																																																							
Total:																																																													
Negotiated labor rates are reasonable: <input type="checkbox"/> Labor rates are loaded rates (with fringe benefits or overhead costs): <input type="checkbox"/> Address loaded rates in fringe benefits or indirect comments.  Please detail the basis for the reasonable determination:																																																													

2. Fringe Benefits:

**REDACTED  
EXEMPTION 4**

Total Negotiated Fringe Benefit Costs:	Not Applicable, the recipient did not propose Fringe Benefit costs: <input type="checkbox"/>
<i>For recipient budgets that include only fringe benefits and no indirect costs are proposed, the fringe benefit costs up to 35% of Direct Labor costs may be determined to be reasonable and acceptable, based on internal benchmarks of these costs. This fringe benefit costs allowance up to 35% of Direct Labor costs does not apply if fringe benefit costs are included in any indirect costs proposed for a budget. Fringe benefits costs that meet the criteria will not require a Fringe Benefit Rate proposal to be reviewed by the Cost/Price Analyst. However, supporting documentation should still be obtained for review.</i>	
Specialist: Does the Recipient have an approved rate agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, List the Date of Rate Agreement: _____ Cite Federal Cognizant Agency: _____  If No, select one of the following: <input type="checkbox"/> Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)  <input type="checkbox"/> Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination) List Date of review: _____  <input type="checkbox"/> Specialist determined that rate was reasonable	



Other: \_\_\_\_\_

Please fill out the following table with the negotiated costs:

	Personnel	Total Cost	Fringe Rate	Cost
<i>Example Only</i>	<i>Principal Investigator</i>	<i>\$100,000</i>	<i>25%</i>	<i>\$25,000</i>
	Total:			

The fringe benefit costs in the negotiated budget were appropriately applied and are reasonable:

3. Travel:

REDACTED  
EXEMPTION 4

Total Negotiated Travel Costs: \_\_\_\_\_ Not Applicable, the recipient did not propose Travel costs:

Project Officer:

The number and type of trips proposed in the negotiated budget are reasonable for the scope of work:

The costs per trip proposed in the negotiated budget are reasonable:

Is foreign travel included in the negotiated budget:  Yes  No (If yes, please fill out the following table with the negotiated costs below)

Location	Total Cost	Rationale for Foreign Travel

If the negotiated travel budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:

Specialist concurs.

4. Equipment:

Total Negotiated Equipment Costs: \$ \_\_\_\_\_ Not Applicable, the recipient did not propose Equipment costs:

Project Officer:

The type(s) of equipment proposed in the negotiated budget is/are reasonable for the scope of work:

The cost of equipment proposed in the negotiated budget are reasonable:

Is there any proposed equipment with a total cost exceeding \$50,000:  Yes  No (If yes, please fill out the following table with the negotiated costs and basis of cost, i.e. historical price or vendor quote)

Equipment	Total Cost	Purpose of Equipment	Basis of Cost

*If the negotiated equipment budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:*

Specialist concurs.

5. Supplies:

Total Negotiated Supplies Costs: \$	Not Applicable, the recipient did not propose Supplies costs: <input checked="" type="checkbox"/>
Project Officer:	
The types /quantities of supplies proposed in the negotiated budget are reasonable based on the scope of work: <input type="checkbox"/>	
The costs of supplies proposed in the negotiated budget are reasonable: <input type="checkbox"/>	
<i>If the negotiated supply budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:</i>	
<input type="checkbox"/> Specialist concurs.	

6. Contractual:

Total Negotiated Contractual Costs: <b>REDACTED EXEMPTION 4</b>	Not Applicable, the recipient did not propose Contractual costs: <input type="checkbox"/>
Project Officer:	
The subrecipients proposed in the negotiated budget are appropriate for the scope of work: <input checked="" type="checkbox"/>	
The contractual costs proposed in the negotiated budget are reasonable: <input checked="" type="checkbox"/> Yes	
Please fill out the following table with the negotiated costs:	

Subrecipient/ Vendor Name	BP 1 Cost	BP 2 Cost	Total Cost	Role in Project (Identify SOPO Tasks)
<p><b>REDACTED EXEMPTION 4</b></p>				

Did the Recipient propose any subrecipients with total costs above \$250,000?  Yes  No (If Yes, a separate Technical Evaluation/Negotiation Memorandum is required for each subrecipient/vendor – see below)

Specialist concurs.

*For awards to corporations and nonprofits, full reviews of their individual sub-recipients will be conducted for sub-recipient work with total costs (including cost share) greater than or equal to \$250,000 or greater than or equal to 50% of the total project costs, whichever is less. For awards to Universities, States, and Local Governments, full reviews of their individual sub-recipients will be conducted for sub-recipient work with total costs (including cost share) greater than or equal to \$500,000 or greater than or equal to 25% of the total project costs, whichever is less.*

*Full reviews consist of Tech Evaluation/Negotiation Memos covering reviews of budgets, budget justifications, and scopes of work. **For all sub-recipients costs that are below these thresholds, projects must continue to be assessed for reasonableness on the basis of the explanation (cost and brief description of work) presented by the Recipient in their application.***

7. Construction:

Total Negotiated Construction Costs: \$	Not Applicable, the recipient did not propose Construction costs: <input checked="" type="checkbox"/>
Project Officer:	
The type of construction proposed in the negotiated budget is appropriate for the scope of work: <input type="checkbox"/>	
The construction costs proposed in the negotiated budget are reasonable: <input type="checkbox"/>	
<input type="checkbox"/> Specialist concurs.	

8. Other Direct Costs:

Total Negotiated Other Direct Costs: \$	Not Applicable, the recipient did not propose Other Direct costs: <input checked="" type="checkbox"/>
Project Officer:	
The types of other direct costs proposed in the negotiated budget are reasonable for the scope of work: <input type="checkbox"/>	
The costs proposed in the negotiated budget for other direct costs are reasonable for the scope of work: <input type="checkbox"/>	
<i>If the negotiated other direct cost budget is greater than \$100,000 or greater than 15% of the total negotiated budget,</i>	



*please explain the costs and rationale below:*

Specialist concurs.

9. Indirect Charges:

**REDACTED**

Total Negotiated Indirect Costs: **EXEMPTION 4** Not Applicable, the recipient did not propose Indirect Costs:

Specialist:

Does the Recipient have an approved rate agreement:  Yes  No

If Yes, List the Date of Rate Agreement: \_\_\_\_\_  
 Cite Federal Cognizant Agency: \_\_\_\_\_

If No, select one of the following:

Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)

Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination)  
 List Date of review: \_\_\_\_\_

Specialist determined that rate was reasonable

Other: \_\_\_\_\_

Please fill out the following tables with the negotiated costs:

Base Item	Base Cost	Rate	Indirect Cost
<i>Example Only: Modified Total Direct Costs</i>	<i>\$100,000</i>	<i>25%</i>	<i>\$25,000</i>
Total:			

The indirect costs proposed in the negotiated budget were appropriately applied and are reasonable:

10. Cost Share:

Project Officer:

Project is a:  Research  Development  Demonstration  Other: Pilot plant

The minimum recipient's cost share required for this award is: \_\_\_\_\_

The recipient proposed cost share for this award is: \_\_\_\_\_ **REDACTED EXEMPTION 4**

Does the proposed cost share meet the minimum requirement:  Yes  No

*If the recipient does not meet the required cost share for this award, an explanation of the reason and authority for the reduction or waiver of the cost share requirement should be included below:*

Specialist:

Is the proposed cost share:  Cash  In-kind (detail the amount and category below for in-kind cost share, if applicable)

	Organization	Type of Cost Share (cash or in-kind)	Cost Share Amount	Basis of Value (how the recipient calculated value)
Total				

Third Party cost share commitment letters have been obtained:  (Please include letters in permanent STRIPES file)

B. The following Project Officer and Specialist evaluation and negotiation commentary and recommendations address their agreement on all additional considerations for this award.

*Specialist to complete*

1. Please list any other special provisions agreed upon for inclusion in this award and describe the rationale for their inclusion below.

*Project Officer to complete*

2. If a negotiation strategy, or strategies, is/are specified in the selection statement, provide a discussion below of how this was addressed and resolved.

Solazyme was required to \_\_\_\_\_ from \_\_\_\_\_ to 20%. Solazyme \_\_\_\_\_ cost share 20%  
 Solazyme was required to have 25% contingency on total project cost.

Comment [CL3]:

REDACTED  
EXEMPTION 4

REDACTED  
EXEMPTION 5  
(Deliberative Process)

3. Any other comments or concerns of the Project Officer and/or Specialist for this award, and the recommended approach to mitigating them, will be explained and addressed below.

*Project Officer to complete*

4. Is this a Recovery Act award?  Yes  No

- If Yes, does the Buy American Act apply (see applicability below)?  Yes  No
- If Yes, does Davis Bacon Act apply (see applicability below)?  Yes  No

If the answer to either the Buy American Act or Davis Bacon Act questions is Yes, provide a short discussion below on: 1) the type of entity; 2) what applies; Davis Bacon, Buy American, or both; 3) whether it applies to the prime, subrecipient, or both; and 4) work to be performed that requires applicability of Buy American and/or Davis Bacon.

Solazyme, their subrecipients, contractors, vendors, and other entities involved in this project will comply with Davis Bacon Act requirements where those requirements are applicable for this project.

**Buy American Applicability for Recovery Act Awards:** *If the applicant's project involves construction, alteration, maintenance, or repair of a public building or public work of a governmental entity then the Recovery Act's Buy American requirements apply (to the prime and/or the Subrecipient). If not, then those requirements are inapplicable. The implementing regulations define public building and public work to mean a public building of, and a public work of, a governmental entity including the United States; the District of Columbia; commonwealths, territories, and minor*

DE-EE0002877

outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions. The public building or public work must be located in the United States. See 2 CFR § 176.140. The implementing regulations may be found at the following link: <http://edocket.access.gpo.gov/2009/pdf/E9-9073.pdf>

**Davis Bacon Applicability for Recovery Act Awards:** *If the applicant's project involves any resultant contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating), then the Recovery Act's Davis Bacon requirements apply. The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.*





**U.S. DEPARTMENT OF ENERGY  
PROJECT MANAGEMENT CENTER**



**IPLD PRE-AWARD REVIEW REQUEST**

TO: IPLD E-Mail: IPLegalReviews@go.doe.gov	Date Submitted: 01/08/2010
Attachments: (1) Financial Assistance Pre-Award Information Sheet (PMC 121.1) (2) Scope of Work or Statement of Project Objectives	Request Reply By: 03/31/2009

FROM: Molly Hames	PHONE: 303-275-4864
Name of Specialist (if different from submitter):	PHONE:

Awardee: Solazyme, Inc.		
Project Title: Recovery Act - Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae		
Award/Mod/Amendment No: DE-EE0002877 / 001	Awardee POC: Anthony Day	
FOA Title: Recovery Act - Demonstration of Integrated Biorefinery Operations	Phone: 650-780-4777	
Topic Area(s): Topic Area 5	E-mail Address: tday@solazyme.com	
Date of Application (including any modifications): 12/23/2009	Business Type:	
Type of Instrument: <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	<input type="checkbox"/> Large, For-Profit <input checked="" type="checkbox"/> Small, For-Profit <input type="checkbox"/> 501(c)(3) Nonprofit <input type="checkbox"/> Other Nonprofit	
	<input type="checkbox"/> Other: _____	

Project Officer: Christy Sterner	DOE PO Phone: 303-275-4720
----------------------------------	----------------------------

Response to B.3 on PMC 121.1 indicates Limited Rights Data or Restricted Computer Software will be used in the Award:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Will 5-year data protection under EPOA apply for the Topic Areas included in this Award?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO <input type="checkbox"/> This is a CDP

**IPLD USE ONLY:**



U.S. DEPARTMENT OF ENERGY  
GOLDEN FIELD OFFICE

DE-EE0002877



FINANCIAL ASSISTANCE COMBINED COST/TECHNICAL EVALUATION  
AND NEGOTIATION MEMORANDUM

SECTION I - GENERAL INFORMATION

This technical evaluation/negotiation memorandum will be prepared jointly by the assigned DOE/Golden OCPM AND OAFAs personnel, to document the specific action being evaluated and supported. Each office is responsible for certain sections of this document. The assigned OCPM and OAFAs personnel responsible for the action will both sign this document upon its completion, demonstrating their agreement on its contents.

Project Officer to complete:

- 1. Recipient: Solazyme, Inc.
- 2. Grant/Cooperative Agreement No.: DE-EE0002877 Modification No. 001  
Requisition No: 10EE003271  
Project Title: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae
- 3. Type of Action:  New Award  Renewal  Continuation  Revision

Description of this Action: (NOTE: Indicate what is addressed by this Action only):

The purpose of this action is to lift the conditions **REDACTED** to be used in Budget Period 1 of the award for Solazyme, Inc. for the project entitled "Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae." It also approves the scope and budget for Budget Period 1.

- 4. Award type, as determined at Procurement Strategy Meeting (for new awards):  Grant  Cooperative Agreement

If Cooperative Agreement, provide the specifics of the Substantial Involvement. (Note: This language will be used in the Substantial Involvement provision of the award.):

Include standard language.

- 5. New/Revised Project Period for this Award: From: 01/29/2010 To: 03/31/2013  
New/Revised Budget Period 1 for this Award: From: 01/12/2010 To: 03/31/2010  
New/Revised Budget Period 2 for this Award: From: \_\_\_\_\_ To: \_\_\_\_\_

**REDACTED EXEMPTION 5**  
*(Deliberative Process)*

Comment [j1]:  
\_\_\_\_\_  
Comment [CL2]:  
\_\_\_\_\_  
Comment [j3]:  
\_\_\_\_\_

- 6. Compliance Assessment (skip if new award):
  - a. Deliverables  
The Recipient is current in submitting required reports:  Yes  No  
If no, identify the delinquent report(s), indicate what action(s) have been taken to remedy the situation, and identify what further action(s) are necessary, if any:

No reporting requirements under condition subsequent.

- b. Financial  
The Recipient is current in meeting the cost share requirement:  Yes  No  
If no, indicate what action(s) have been taken to remedy the situation and validate why this new action should proceed:

No reporting requirements under condition subsequent.

- 7. Check the applicable box for Funding Appropriation:  
 Energy and Water  Other \_\_\_\_\_



## 8. Check the applicable box for Statutory Authority:

- 109-58, Energy Policy Act 2005  
 110-140, Energy Independence and Security Act 2007  
 ARRA  
 Other: \_\_\_\_\_

*Specialist to complete:*

9. Per 10 CFR 600, the preferred payment method for State/Local Governments, Institutions of Higher Education, Hospitals, or Other Non-Profit Organizations is **Advance**. The preferred Payment Method for For-Profit organizations is **Reimbursement**. Please state the payment method that will be used for this award in the box below. If the preferred payment method is not planned for a new award, provide an explanation below. Also, explain below if the payment method for the award is being changed by this action. If the ACH or the "ASAP Approval Required" payment methods is required, include an explanation for the restriction.

--

10. Is the proposed Recipient on the debarred or suspended list? Yes  No   
 Are any of the proposed subrecipients/subcontractors on the debarred or suspended list? Yes  No   
 Is the Project Director on the debarred or suspended list? Yes  No   
 If yes for either response above, award cannot be made without obtaining a waiver. See attached waiver.  
 The review was conducted on the Internet on \_\_\_\_\_ (Date) (Include Printout in permanent STRIPES file)

11. A risk determination has been completed on the PMC Form 460.2 Yes  N/A

*Project Officer and Specialist to complete:*

## 12. Negotiation:

	Government Negotiator(s)		Recipient Negotiator(s)	
	Name	Organization	Name	Position
1.	Molly Hames	DOE – Contract Specialist	David Brinkmann	VP Manufacturing (PI)
2.	Christy Sterner	DOE – Project Officer	Dr. Anthony Day	VP R&D
3.	Chris Lindeman	Navarro – Project Engineer	Gypsy Achong	Project Manager

**SECTION II – NEGOTIATION SUMMARY**

Project Officer/Specialist to complete:

1. Please record any significant application or budget submissions that resulted in a revised budget in the Negotiation History Table below (including SF424A, budget justifications, e-mails, etc.):

Application/Budget Submission	Reference Document (s)	Date of Submission	Summary of Change
Original		7/8/2009	
Revision 1	PMC 123.1, SF-424a	1/20/2010	Updated SF-424a and PMC 123.1 to reflect Solazyme <u>Ex4</u> 20% cost share
Revision 2	PMC 123.1, SF-424a	3/2/2010	Updated to reflect shifting some tasks
Revision "n"			

2. Complete Budget Table below (only include the original budget and final negotiated costs – the Percent of Total Negotiated Budget will calculate automatically)

**Note: List proposed amounts by category even if there are no differences in the dollar amount.**

Element of Cost	Original Budget Submission	Final Negotiated Costs	Percent of Total Negotiated Budget	Fringe Benefits and Indirects	
				Proposed Rate	Negotiated Rate
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Construction					
Other					
Total Direct Charges					
Indirect Charges					
<b>TOTAL</b>					
Program Income					
DOE Share (non-FFRDC)					
DOE Share (FFRDC)					
Total DOE Share					
Non-Federal Cost Share					

\*SEE ATTACHED SF 424A FOR BUDGET PERIOD BREAKDOWN\*

3. Total Allowable Adjustment without Concurrence from the Selection Official per the Selection Statement: \_\_\_\_\_

Actual Total Adjustment based on Budget Table Above: \_\_\_\_\_

Is the original budget the same as the negotiated budget:  Yes  No

REDACTED EXEMPTION 4

**If No, please check all boxes that apply:**

Change in the Project Scope

Original scope did not have any detailed engineering/design work in BP1; these engineering/design tasks were shifted from BP2 in original application to BP1 in current negotiated BP1 scope.

Changes due to Time Delays

Math Errors in Budget

Changes in Indirect/Fringe Costs Caused Changes in Direct Costs or Total Project Costs

Indirect/Fringe Rates incorrectly applied

Other (explain) Original application cost share; selected on condition of achieving 20% Solazyme contribution to \$5.4 to reach the cost share requirement and maintain the same level of DOE funding.

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4. Briefly describe and explain any substantial change(s) to the original Statement of Project Objectives submitted by the recipient:

Project Officer commentary:

SOPO was not submitted in original application.



**SECTION III – TECHNICAL EVALUATION SUMMARY**

A. For each cost category, the Project Officer and the Specialist will complete his/her Technical Evaluation of the Negotiated Costs to confirm that they are all reasonable, allowable, and allocable. Additional comments should be added as necessary and as indicated below.

I. Personnel:

**REDACTED**

**EXEMPTION 4**

Total Negotiated Personnel Costs:	<b>REDACTED</b>	Not Applicable, the recipient did not propose Personnel costs: <input type="checkbox"/>				
Project Officer: The labor hours proposed in the negotiated budget are reasonable for the scope of work: <input checked="" type="checkbox"/>  The types of labor and labor mix proposed in the negotiated budget is reasonable: <input checked="" type="checkbox"/>  The proposed labor rates are reasonable: <input checked="" type="checkbox"/>  The proposed rates appear reasonable based on the activities being performed in BP1, the staff/positions listed as participating in the activities, and the distribution of hours assigned to each activity and position.						
Specialist: Please fill out the following table with the negotiated costs:						
Labor Type	Budget Period 1			Budget Period 2		
	Hours	Rate	Total	Hours	Rate	Total
<b>REDACTED</b> <b>EXEMPTION 4</b>						
Negotiated labor rates are reasonable: <input type="checkbox"/>			Labor rates are loaded rates (with fringe benefits or overhead costs): <input type="checkbox"/> Address loaded rates in fringe benefits or indirect comments.			
Please detail the basis for the reasonable determination:						

2. Fringe Benefits:

**REDACTED**

**EXEMPTION 4**

Total Negotiated Fringe Benefit Costs:	<b>REDACTED</b>	Not Applicable, the recipient did not propose Fringe Benefit costs: <input type="checkbox"/>
<i>For recipient budgets that include only fringe benefits and no indirect costs are proposed, the fringe benefit costs up to 35% of Direct Labor costs may be determined to be reasonable and acceptable, based on internal benchmarks of these costs. This fringe benefit costs allowance up to 35% of Direct Labor costs does not apply if fringe benefit costs are included in any indirect costs proposed for a budget. Fringe benefits costs that meet the criteria will not require a Fringe Benefit Rate proposal to be reviewed by the Cost/Price Analyst. However, supporting documentation should still be obtained for review.</i>		
Specialist: Does the Recipient have an approved rate agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, List the Date of Rate Agreement: _____ Cite Federal Cognizant Agency: _____		
If No, select one of the following: <input type="checkbox"/> Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)		

Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination)  
 List Date of review: \_\_\_\_\_

Specialist determined that rate was reasonable

Other: \_\_\_\_\_

Please fill out the following table with the negotiated costs:

	Personnel	Total Cost	Fringe Rate	Cost
<i>Example Only</i>	<i>Principal Investigator</i>	<i>\$100,000</i>	<i>25%</i>	<i>\$25,000</i>
	Total:			

The fringe benefit costs in the negotiated budget were appropriately applied and are reasonable:

3. Travel:

REDACTED

Total Negotiated Travel Costs: **EXEMPTION 4** Not Applicable, the recipient did not propose Travel costs:

Project Officer:

The number and type of trips proposed in the negotiated budget are reasonable for the scope of work:

The costs per trip proposed in the negotiated budget are reasonable:

Is foreign travel included in the negotiated budget:  Yes  No (If yes, please fill out the following table with the negotiated costs below)

Location	Total Cost	Rationale for Foreign Travel

If the negotiated travel budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:

Specialist concurs.

4. Equipment:

Total Negotiated Equipment Costs: \$ \_\_\_\_\_ Not Applicable, the recipient did not propose Equipment costs:

Project Officer:

The type(s) of equipment proposed in the negotiated budget is/are reasonable for the scope of work:

The cost of equipment proposed in the negotiated budget are reasonable:

Is there any proposed equipment with a total cost exceeding \$50,000:  Yes  No (If yes, please fill out the following table with the negotiated costs and basis of cost, i.e. historical price or vendor quote)

Equipment	Total Cost	Purpose of Equipment	Basis of Cost

If the negotiated equipment budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:

Specialist concurs.

5. Supplies:

Total Negotiated Supplies Costs: \$	Not Applicable, the recipient did not propose Supplies costs: <input checked="" type="checkbox"/>
Project Officer:	
The types /quantities of supplies proposed in the negotiated budget are reasonable based on the scope of work: <input type="checkbox"/>	
The costs of supplies proposed in the negotiated budget are reasonable: <input type="checkbox"/>	
If the negotiated supply budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:	
<input type="checkbox"/> Specialist concurs.	

6. Contractual:

Total Negotiated Contractual Costs: EX 4	Not Applicable, the recipient did not propose Contractual costs: <input type="checkbox"/>
Project Officer:	
The subrecipients proposed in the negotiated budget are appropriate for the scope of work: <input checked="" type="checkbox"/>	
The contractual costs proposed in the negotiated budget are reasonable: <input checked="" type="checkbox"/> Yes	
Please fill out the following table with the negotiated costs:	

Comment #141:

REDACTED  
EXEMPTION 5  
(Deliberative  
Process)



Subrecipient/ Vendor Name	BP 1 Cost	BP 2 Cost	Total Cost	Role in Project (Identify SOPO Tasks)
<p>REDACTED EXEMPTION 4</p>				

The changes in the contractual budget since the original application are primarily due to the addition

All subrecipients are expected to have scopes and budgets in BP2 that exceed

Solazyme has chosen to

REDACTED  
EXEMPTION 4

but has not entered into a final contractual agreement with them to perform

Did the Recipient propose any subrecipients with total costs above \$250,000?  Yes  No (If Yes, a separate Technical Evaluation/Negotiation Memorandum is required for each subrecipient/vendor – see below)

Specialist concurs.

Comment [j5]: v

*For awards to corporations and nonprofits, full reviews of their individual sub-recipients will be conducted for sub-recipient work with total costs (including cost share) greater than or equal to \$250,000 or greater than or equal to 50% of the total project costs, whichever is less. For awards to Universities, States, and Local Governments, full reviews of their individual sub-recipients will be conducted for sub-recipient work with total costs (including cost share) greater than or equal to \$500,000 or greater than or equal to 25% of the total project costs, whichever is less.*

*Full reviews consist of Tech Evaluation/Negotiation Memos covering reviews of budgets, budget justifications, and scopes of work. For all sub-recipients costs that are below these thresholds, projects must continue to be assessed for reasonableness on the basis of the explanation (cost and brief description of work) presented by the Recipient in their application.*

REDACTED  
EXEMPTION 5  
(Deliberative process)

7. Construction:

Total Negotiated Construction Costs: \$	Not Applicable, the recipient did not propose Construction costs: <input checked="" type="checkbox"/>
Project Officer:	
The type of construction proposed in the negotiated budget is appropriate for the scope of work: <input type="checkbox"/>	
The construction costs proposed in the negotiated budget are reasonable: <input type="checkbox"/>	
<input type="checkbox"/> Specialist concurs.	

8. Other Direct Costs:

Total Negotiated Other Direct Costs: \$	Not Applicable, the recipient did not propose Other Direct costs: <input checked="" type="checkbox"/>
Project Officer:	
The types of other direct costs proposed in the negotiated budget are reasonable for the scope of work: <input type="checkbox"/>	
The costs proposed in the negotiated budget for other direct costs are reasonable for the scope of work: <input type="checkbox"/>	
<i>If the negotiated other direct cost budget is greater than \$100,000 or greater than 15% of the total negotiated budget, please explain the costs and rationale below:</i>	
<input type="checkbox"/> Specialist concurs.	

9. Indirect Charges:

Total Negotiated Indirect Costs: <b>REDACTED</b>	Not Applicable, the recipient did not propose Indirect Costs: <input type="checkbox"/>																										
Specialist: <b>EXEMPTION 4</b>																											
Does the Recipient have an approved rate agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No																											
If Yes, List the Date of Rate Agreement: _____																											
Cite Federal Cognizant Agency: _____																											
If No, select one of the following:																											
<input type="checkbox"/> Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)																											
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<input type="checkbox"/> Specialist determined that rate was reasonable																											
<input type="checkbox"/> Other: _____																											
Please fill out the following tables with the negotiated costs:																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Base Item</th> <th style="width: 15%;">Base Cost</th> <th style="width: 15%;">Rate</th> <th style="width: 35%;">Indirect Cost</th> </tr> </thead> <tbody> <tr> <td><i>Example Only: Modified Total Direct Costs</i></td> <td><i>\$100,000</i></td> <td><i>25%</i></td> <td><i>\$25,000</i></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td style="text-align: right;">Total:</td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>				Base Item	Base Cost	Rate	Indirect Cost	<i>Example Only: Modified Total Direct Costs</i>	<i>\$100,000</i>	<i>25%</i>	<i>\$25,000</i>													Total:			
Base Item	Base Cost	Rate	Indirect Cost																								
<i>Example Only: Modified Total Direct Costs</i>	<i>\$100,000</i>	<i>25%</i>	<i>\$25,000</i>																								
Total:																											
The indirect costs proposed in the negotiated budget were appropriately applied and are reasonable: <input type="checkbox"/>																											

10. Cost Share:

Project Officer:	
Project is a: <input type="checkbox"/> Research <input type="checkbox"/> Development <input type="checkbox"/> Demonstration <input checked="" type="checkbox"/> Other: <u>Pilot plant</u>	
The minimum recipient's cost share required for this award is:	<b>REDACTED</b> <b>EXEMPTION 4</b>
The recipient proposed cost share for this award is:	_ _



Does the proposed cost share meet the minimum requirement:  Yes  No

If the recipient does not meet the required cost share for this award, an explanation of the reason and authority for the reduction or waiver of the cost share requirement should be included below:

Specialist:

Is the proposed cost share:  Cash  In-kind (detail the amount and category below for in-kind cost share, if applicable)

	Organization	Type of Cost Share (cash or in-kind)	Cost Share Amount	Basis of Value (how the recipient calculated value)
Total				

Third Party cost share commitment letters have been obtained:  (Please include letters in permanent STRIPES file)

B. The following Project Officer and Specialist evaluation and negotiation commentary and recommendations address their agreement on all additional considerations for this award.

Specialist to complete

1. Please list any other special provisions agreed upon for inclusion in this award and describe the rationale for their inclusion below.

[Empty box for specialist comment]

Project Officer to complete

2. If a negotiation strategy, or strategies, is/are specified in the selection statement, provide a discussion below of how this was addressed and resolved.

Solazyme was required to cost share from REDACTED to 20% per the selection statement. Solazyme cost share to 20%

REDACTED EXEMPTION 4

Solazyme was required to have 25% contingency on total project cost, per the selection statement.

Comment [CL6]:

3. Any other comments or concerns of the Project Officer and/or Specialist for this award, and the recommended approach to mitigating them, will be explained and addressed below.

The forthcoming evaluation for the BP2 scope and activities will include subrecipients with budgets above the \$250,000 threshold for additional evaluation. These additional evaluations will be addressed at that time.

REDACTED EXEMPTION 5 (Deliberative Process)

Project Officer to complete

4. Is this a Recovery Act award?  Yes  No

• If Yes, does the Buy American Act apply (see applicability below)?  Yes  No

• If Yes, does Davis Bacon Act apply (see applicability below)?  Yes  No



If the answer to either the Buy American Act or Davis Bacon Act questions is Yes, provide a short discussion below on: 1) the type of entity; 2) what applies; Davis Bacon, Buy American, or both; 3) whether it applies to the prime, subrecipient, or both; and 4) work to be performed that requires applicability of Buy American and/or Davis Bacon.

Solazyme, their subrecipients, contractors, vendors, and other entities involved in this project will comply with Davis Bacon Act requirements where those requirements are applicable for this project.

**Buy American Applicability for Recovery Act Awards:** *If the applicant's project involves construction, alteration, maintenance, or repair of a public building or public work of a governmental entity then the Recovery Act's Buy American requirements apply (to the prime and/or the Subrecipient). If not, then those requirements are inapplicable. The implementing regulations define public building and public work to mean a public building of, and a public work of, a governmental entity including the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions. The public building or public work must be located in the United States. See 2 CFR § 176.140. The implementing regulations may be found at the following link: <http://edocket.access.gpo.gov/2009/pdf/E9-9073.pdf>*

**Davis Bacon Applicability for Recovery Act Awards:** *If the applicant's project involves any resultant contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating), then the Recovery Act's Davis Bacon requirements apply. The Davis Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on federal contracts in excess of \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts.*

**SECTION IV – RECOMMENDATIONS/APPROVAL**

Signatures of the Project Officer and Specialist, indicating their recommendations, as indicated below, will occur after their mutual agreement on the contents of this document, and before the review and approval process for the action. The signatures below indicate that the costs in the negotiated budget are reasonable, allowable, and allocable.

**1. Technical Recommendation**

The project costs are acceptable and should be considered for a financial assistance award. The resources have been reviewed relative to the Statement of Project Objectives and are found to be reasonable, except as previously noted herein.

_____ Signature	_____ Date
_____ Christy Sterner Project Officer	

**2. Specialist Recommendation**

In view of the above analysis, the technical evaluation, and considering all known factors, this Award is recommended.

_____ Signature	_____ Date
_____ (Typed name) Grants and Agreements Specialist	

**3. Contracting Officer Approval \***

I concur with the above recommendation and have determined that the Recipient is responsible. I consider this Award to be in the best interest of the Government, and approve the award documents. (Select this box if the preparer is not the contracting officer)

In view of the analysis, the technical evaluation, and considering all known factors, I have determined that the Recipient is responsible. This Award is considered to be in the best interest of the Government and approved. (Select this box if the preparer is also the contracting officer and indicate N/A in Block 2.)

_____ Signature	_____ Date
_____ (Typed name) Contracting Officer	

*\* Contracting Officers shall not sign an award/negotiation memorandum when they are the preparer, without first obtaining a review by their Branch Chief (PF-1 form). However, the Branch Chief may designate another Branch Chief to review the documents. When the Contracting Officer is the Branch Chief, the Contracting Officer will obtain a review from another Independent Reviewer (e.g., Contracting Officer or Policy Analyst). Specialists or Contracting Officers have the discretion to request Independent Review or Legal Review of any action, whether or not required by the review policy, due to unusual circumstances, high visibility, or political sensitivity.*

**\*\*PLEASE DELETE ALL BLUE TEXT ONCE FORM IS COMPLETE**

**MODIFICATIONS:**

*Please add the following statement to all award modifications in STRIPES at MAIN/TEXT*  
Add 'Electronic Signature Defined' statement

*Please add the following statement to all award modification that are ARRA related in STRIPES at MAIN/TEXT*  
Add 'Federal Reporting.gov Admin OFC' statement  
(administrative office = 03601)

*Please add the following statement to all award modifications in STRIPES at MAIN/TEXT*  
The purposes of this modification are to:

- 1) Delete and replace the Special Terms and Conditions;
- 2) Add the Intellectual Property Provisions, CDSB-1003 (Attachment 1);
- 3) Add the Statement of Project Objectives (Attachment 2);
- 4) Add the Federal Assistance Reporting Checklist and Instructions, DOE F 4600.2 (Attachment 3);
- 5) Add the Budget Information, SF-424A (Attachment 4);
- 6) Add the Requirements For Contingency Funds for Integrated Biorefinery Projects, Appendix (Attachment 5); and
- 7) This modification approved only Budget Period 1 of the project.

All other terms and conditions remain unchanged.

In Block 7 of the Assistance Agreement, the Period of Performance reflects the beginning of the Project Period through the end of the current Budget Period, shown as 01/28/2010 through 09/30/2010. For multiple Budget Periods, see Special Terms and Conditions, Provision 4, "Award Project Period and Budget Periods."

DOE Award Administrator: Molly Hames  
E-mail: molly.hames@go.doe.gov  
Phone: 303-275-4864

DOE Project Officer: Christy Sterner  
E-mail: christy.sterner@go.doe.gov  
Phone: 303-275-4720

Recipient Business Officer: David Brinkmann  
E-mail: doe\_szibr@solazyme.com  
Phone: 650-780-4777

Recipient Principal Investigator: David Brinkmann  
E-mail: doe\_szibr@solazyme.com  
Phone: 650-780-4777



EERE-F12a

EERE

U.S. DEPARTMENT OF ENERGY  
EERE PROJECT MANAGEMENT CENTER  
NEPA DETERMINATION



RECIPIENT: United States Department of Energy

STATE: CO

**PROJECT TITLE :** Administrative Actions CX

<b>Funding Opportunity Announcement Number</b>	<b>Procurement Instrument Number</b>	<b>NEPA Control Number</b>	<b>CID Number</b>
n/a	n/a		0

Based on my review of the information concerning the proposed action, as NEPA Compliance Officer (authorized under DOE Order 451.1A), I have made the following determination:

**CX, EA, EIS APPENDIX AND NUMBER:**

## Description:

- A11** Technical advice and planning assistance to international, national, state, and local organizations.
- A9** Information gathering (including, but not limited to, literature surveys, inventories, audits), data analysis (including computer modeling), document preparation (such as conceptual design or feasibility studies, analytical energy supply and demand studies), and dissemination (including, but not limited to, document mailings, publication, and distribution; and classroom training and informational programs), but not including site characterization or environmental monitoring

## Rationale for determination:

This NEPA determination applies to all administrative actions for EERE projects such as: information gathering (surveys, inventories, audits); data analysis (including computer monitoring); document preparation (preliminary design, feasibility studies, analytical energy supply and demand studies); information dissemination (mailings, publication, distribution, training, conferences, and informational programs) and non-laboratory research. All administrative actions for EERE projects are categorically excluded under A9 and A11.

**NEPA PROVISION**

DOE has made a conditional NEPA determination for this award, and funding for certain tasks under this award is contingent upon the final NEPA determination.

Insert the following language in the award:

You are restricted from taking any action using federal funds, which would have an adverse affect on the environment or limit the choice of reasonable alternatives prior to DOE/NNSA providing either a NEPA clearance or a final NEPA decision regarding the project.

## Prohibited actions include:

Any activities identified as prohibited by the DOE Contracting Officer, Project Officer, or the NEPA Compliance Officer; Final Design; Site Characterization; and Environmental Monitoring.

This restriction does not preclude you from:

Administrative activities such as: information gathering (surveys, inventories, audits); data analysis (including computer monitoring); document preparation (preliminary design, feasibility studies, analytical energy supply and demand studies); information dissemination (mailings, publication, distribution, training, conferences, and informational programs) and non-laboratory research.

If you move forward with activities that are not authorized for federal funding by the DOE Contracting Officer in advance of the final NEPA decision, you are doing so at risk of not receiving federal funding and such costs may not be recognized as allowable cost share.

Note to Specialist :

None Given.

**SIGNATURE OF THIS MEMORANDUM CONSTITUTES A RECORD OF THIS DECISION.**

NEPA Compliance Officer Signature: Steve Blazek  
NEPA Compliance Officer

Date: 3/15/2010

**FIELD OFFICE MANAGER DETERMINATION**

Field Office Manager review required

**NCO REQUESTS THE FIELD OFFICE MANAGER REVIEW FOR THE FOLLOWING REASON:**

- Proposed action fits within a categorical exclusion but involves a high profile or controversial issue that warrants Field Office Manager's attention.
- Proposed action falls within an EA or EIS category and therefore requires Field Office Manager's review and determination.

**BASED ON MY REVIEW I CONCUR WITH THE DETERMINATION OF THE NCO :**

Field Office Manager's Signature: \_\_\_\_\_  
Field Office Manager

Date: \_\_\_\_\_



PEER REQUISITION REVIEW

Requisition Number: 10EE003271  
 CID/Award Number: DE-EE0002877  
 Name of Recipient: Solazyme, Inc.  
 Link to File on S Drive: S:\Biomass\2010 Competitive Awards\EE0002877 - Solazyme, Inc\001 - Lift Conditions PHI FY10 - REQ

Information	Action
Date of Request: 3/4/10 Peer Reviewer: Josh M Date of Review: 3/5/10	Review PR Package, attach comments, and return to originating Project Engineer/Analyst. <input type="checkbox"/> PR Package OK to submit to Project Officer <input type="checkbox"/> Address Comments before submitting to Project Officer <input checked="" type="checkbox"/> Address Comments and Re-Submit for Peer Review
Date of Request: _____ Peer Reviewer: _____ Date of Review: _____	Review PR Package, attach comments, and return to originating Project Engineer/Analyst. <input type="checkbox"/> PR Package OK to submit to Project Officer <input type="checkbox"/> Address Comments before submitting to Project Officer <input type="checkbox"/> Address Comments and Re-Submit for Peer Review

REQUISITION CHECKLIST (Project Monitors: Check all items that are included in the Requisition)

Review Codes: X – Complete    N/A – Not Applicable    MI – Missing Item    CP – Comment    CA – Comment Addressed

ITEM	CODE	COMMENT
<b>FUNDING OPPORTUNITY ANNOUNCEMENTS</b>		<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Requisition (STRIPES)		
<input type="checkbox"/> Mini-Requisition (PMC)		
<input type="checkbox"/> PMC 104.1 (Procurement Requirements)		
<input type="checkbox"/> Procurement Strategy Document, PMC 105.1		
<input type="checkbox"/> PMC 110.1 (Determination of Restricted Eligibility)		
<input type="checkbox"/> PMC 113.1 (Draft Funding Opportunity Announcement)		
<input type="checkbox"/> PMC 116.1 (Draft Evaluation Plan)		
<b>AWARD ACTIONS</b> <input type="checkbox"/> New Award <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Change Scope <input type="checkbox"/> Change Budget <input type="checkbox"/> Cost Overrun <input type="checkbox"/> De-obligation <input type="checkbox"/> No Cost Time Extension <input type="checkbox"/> Administrative Actions Only <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Other: Lift conditions on BP1 <input type="checkbox"/> Not Applicable		
<input checked="" type="checkbox"/> Requisition (STRIPES)	CP	1) Main-text-Footer, Notes, and Buyer: You will need to include this info. Come talk to me so you know what is required here. 2) Item-0001-Amount: this should be \$0 (the \$ is already obligated, the req is simply lifting conditions) 3) Item-0001-Ship To: Similarly you will need to zero all of these areas out as well.  I will want to either review this again or sit with you to make sure you get all of the \$ out of the req from the correct areas.
<input checked="" type="checkbox"/> Mini-Requisition (PMC)	CP	1) Req Description: you will need to enter one, use the STRIPES Header Text. 2) Funding Res: Delete this reservation, see note above. 3) Project start date doesn't match the budget start date, please revise.
<input checked="" type="checkbox"/> Guidance Letter <input type="checkbox"/> SF-424 (Application) <input checked="" type="checkbox"/> Statement of Project Objectives (SOPO) <input checked="" type="checkbox"/> Technical Application (Project Narrative)	X	
<input type="checkbox"/> SF-424A (Budget Overview) <input type="checkbox"/> PMC 123.1 (Budget Justification) <input checked="" type="checkbox"/> PMC 120.1 (Cost/Technical Evaluation)	CP	See remarks in 120.1, also please make sure the new 424a and 123.1 match the 120.1.
<input type="checkbox"/> PMC 4600.2 (Reporting Requirements)	MI	1) You will need to include this in the mini-req, let's sit down and I will show you how to do this, sorry for not showing you earlier.
<input checked="" type="checkbox"/> EF1 (Environmental Checklist) <input checked="" type="checkbox"/> EF2 (NEPA Recommendation) <input type="checkbox"/> EF2a (NEPA Determination)	X	
<b>SELECTION DOCUMENTATION</b>		<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> PMC 109 (Determination of Non-Competitive Financial Assistance)		
<input type="checkbox"/> Competitive Selection Documentation		



**OTHER DOCUMENTATION**

**Not Applicable**

<input type="checkbox"/> IDW Report (De-obligation Actions Only)		
<input type="checkbox"/> Supporting Documents		
<input type="checkbox"/> Correspondence		

PEER REQUISITION REVIEW

Requisition Number: 10EE003271  
 CID/Award Number: DE-EE0002877  
 Name of Recipient: Solazyme, Inc.  
 Link to File on S Drive: S:\Biomass\2010 Competitive Awards\EE0002877 - Solazyme, Inc\001 - Lift Conditions PH1 FY10 - REQ

Information	Action
Date of Request: 3/4/10 Peer Reviewer: Josh M Date of Review: 3/5/10	Review PR Package, attach comments, and return to originating Project Engineer/Analyst. <input type="checkbox"/> PR Package OK to submit to Project Officer <input type="checkbox"/> Address Comments before submitting to Project Officer <input checked="" type="checkbox"/> Address Comments and Re-Submit for Peer Review
Date of Request: _____ Peer Reviewer: _____ Date of Review: _____	Review PR Package, attach comments, and return to originating Project Engineer/Analyst. <input type="checkbox"/> PR Package OK to submit to Project Officer <input type="checkbox"/> Address Comments before submitting to Project Officer <input type="checkbox"/> Address Comments and Re-Submit for Peer Review

REQUISITION CHECKLIST (Project Monitors: Check all items that are included in the Requisition)

<b>Review Codes:</b>	<b>X – Complete</b>	<b>N/A – Not Applicable</b>	<b>MI – Missing Item</b>	<b>CP – Comment</b>	<b>CA – Comment Addressed</b>
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ITEM	CODE	COMMENT
<b>FUNDING OPPORTUNITY ANNOUNCEMENTS</b>		<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> Requisition (STRIPES)		
<input type="checkbox"/> Mini-Requisition (PMC)		
<input type="checkbox"/> PMC 104.1 (Procurement Requirements)		
<input type="checkbox"/> Procurement Strategy Document, PMC 105.1		
<input type="checkbox"/> PMC 110.1 (Determination of Restricted Eligibility)		
<input type="checkbox"/> PMC 113.1 (Draft Funding Opportunity Announcement)		
<input type="checkbox"/> PMC 116.1 (Draft Evaluation Plan)		
<b>AWARD ACTIONS</b> <input type="checkbox"/> New Award <input type="checkbox"/> Incremental Funding <input type="checkbox"/> Change Scope <input type="checkbox"/> Change Budget <input type="checkbox"/> Cost Overrun <input type="checkbox"/> De-obligation <input type="checkbox"/> No Cost Time Extension <input type="checkbox"/> Administrative Actions Only <input type="checkbox"/> Acquisition <input checked="" type="checkbox"/> Other: Lift conditions on BP1 <input type="checkbox"/> Not Applicable		
<input checked="" type="checkbox"/> Requisition (STRIPES)	CP	1) Main-text-Footer, Notes, and Buyer: You will need to include this info. Come talk to me so you know what is required here. 2) Item-0001-Amount: this should be \$0 (the \$ is already obligated, the req is simply lifting conditions) 3) Item-0001-Ship To: Similarly you will need to zero all of these areas out as well.  I will want to either review this again or sit with you to make sure you get all of the \$ out of the req from the correct areas.
<input checked="" type="checkbox"/> Mini-Requisition (PMC)	CP	1) Req Description: you will need to enter one, use the STRIPES Header Text. 2) Funding Res: Delete this reservation, see note above. 3) Project start date doesn't match the budget start date, please revise.
<input checked="" type="checkbox"/> Guidance Letter <input type="checkbox"/> SF-424 (Application) <input checked="" type="checkbox"/> Statement of Project Objectives (SOPO) <input checked="" type="checkbox"/> Technical Application (Project Narrative)	X	
<input type="checkbox"/> SF-424A (Budget Overview) <input type="checkbox"/> PMC 123.1 (Budget Justification) <input checked="" type="checkbox"/> PMC 120.1 (Cost/Technical Evaluation)	CP	See remarks in 120.1, also please make sure the new 424a and 123.1 match the 120.1.
<input type="checkbox"/> PMC 4600.2 (Reporting Requirements)	MI	1) You will need to include this in the mini-req, let's sit down and I will show you how to do this, sorry for not showing you earlier.
<input checked="" type="checkbox"/> EF1 (Environmental Checklist) <input checked="" type="checkbox"/> EF2 (NEPA Recommendation) <input type="checkbox"/> EF2a (NEPA Determination)	X	
<b>SELECTION DOCUMENTATION</b>		<input checked="" type="checkbox"/> Not Applicable
<input type="checkbox"/> PMC 109 (Determination of Non-Competitive Financial Assistance)		
<input type="checkbox"/> Competitive Selection Documentation		



**OTHER DOCUMENTATION** **Not Applicable**

<input type="checkbox"/> IDW Report (De-obligation Actions Only)		
<input type="checkbox"/> Supporting Documents		
<input type="checkbox"/> Correspondence		



**REDACTED**  
**FOIA EXEMPTION 4**

U.S. DEPARTMENT OF ENERGY  
PROJECT MANAGEMENT CENTER

REQUEST FOR REVIEW

Normal Review  Expedited Review

Date: 03/15/2010

Justification for Expedited Review ARRA March 31<sup>st</sup> Deadline

Award Number: DE-EE0002877 - Solazyme

FOA Number, if new award: N/A

Item(s) For Review: Lift Budget Period 1 Conditions

Total Project: EX4  
Federal Funds: \$ 21,765,738

Specialist Listed on Award: Molly Hames

Phone: 303-275-4864

Specialist Who Prepared Award: \_\_\_\_\_

Phone: \_\_\_\_\_

Note to Specialist: Send 72 Hour Congressional Notification for FOA action reviews, as required.

**PEER REVIEW**

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTING OFFICER REVIEW**

Approved  Approved subject to comments below/attached  Not Approved; Comments below/attached

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**INDEPENDENT REVIEW**

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LEGAL REVIEWS – SEE PAGE 2** (Delete page 2 if not required)

**OFAF BRANCH CHIEF REVIEW**

Approved  Approved subject to comments below/attached  Not Approved; Comments below/attached

Comments: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DIRECTOR FINANCIAL ASSISTANCE REVIEW – SEE PAGE 3** (Delete page 3, if not required)

**HEAD OF CONTRACTING ACTIVITY REVIEW – SEE PAGE 3** (Delete page 3, if not required)

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**IPLD REVIEW FOR FUNDING OPPORTUNITY ANNOUNCEMENTS**

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Comments: IPLD Review Results e-mails on: [insert date]

Signature: \_\_\_\_\_

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**IPLD REVIEW FOR NEW AWARDS & MAJOR MODS**

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Comments: IPLD Review Results e-mails on: [insert date]

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**LEGAL REVIEW FOR NEW AWARDS, MAJOR MODS & OTHER ACTIONS**

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Type of Review:	<input type="checkbox"/>	New Award	Total Project:	\$
	<input type="checkbox"/>	Mod, include short explanation:	Federal Funds:	\$
	<input type="checkbox"/>	Novation/Name Change		
	<input type="checkbox"/>	Other Action		

- Tailored Provisions Require Review for New Awards:
- Substantial Involvement Provision for Cooperative Agreements
  - At Risk
  - Conditional Availability of Funds
  - NEPA
  - Subcontractor Approval
  - Specify other:

FOA Number: \_\_\_\_\_ Title: \_\_\_\_\_

Legally Sufficient     Legally Sufficient subject to comments below/attached     Legally Insufficient; Comments below/attached

Comments:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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**FINANCIAL ASSISTANCE DIRECTOR REVIEW**

(Required for award actions greater than \$25M)

Approved

Approved subject to comments below/attached

Not Approved; Comments below/attached

Comments:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**HEAD OF CONTRACTING ACTIVITY REVIEW**

(Required for award actions greater than \$25M)

Approved

Approved subject to comments below/attached

Not Approved; Comments below/attached

Comments:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

U.S. DEPARTMENT OF ENERGY  
GOLDEN FIELD OFFICEFINANCIAL ASSISTANCE COMBINED COST/TECHNICAL EVALUATION  
AND NEGOTIATION MEMORANDUMSECTION I - GENERAL INFORMATION

This technical evaluation/negotiation memorandum will be prepared jointly by the assigned DOE/Golden OCPM AND OAFAs personnel, to document the specific action being evaluated and supported. Each office is responsible for certain sections of this document. The assigned OCPM and OAFAs personnel responsible for the action will both sign this document upon its completion, demonstrating their agreement on its contents.

1. Recipient: Solazyme, Inc.
2. Grant/Cooperative Agreement No.: DE-EE0002877 Modification No. 001  
 Requisition No: 10EE003271  
 Project Title: Recovery Act: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae
3. Type of Action:  New Award  Renewal  Continuation  Revision

Description of this Action: (NOTE: Indicate what is addressed by this Action only):

The purpose of this action is to lift the conditions on the ~~EX 4~~ to be used in Budget Period 1 of the award for Solazyme, Inc. for the project entitled "Recovery Act: Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae." It also approves the scope and budget for Budget Period 1. Please note in the dates below that there may be a ~~EX 4~~ (to be decided in BP2); hence the difference between the Budget Period 2 end date and the project Period end date.

4. Award type, as determined at Procurement Strategy Meeting (for new awards):  Grant  Cooperative Agreement

If Cooperative Agreement, provide the specifics of the Substantial Involvement. (Note: This language will be used in the Substantial Involvement provision of the award.):

1. Government Insight

In order to adequately monitor project progress and provide technical direction and/or redirection to the Recipient, DOE must be provided an adequate level of insight into various Recipient activities. Government Insight activities by DOE include attendance at Recipient meetings, reviews and tests, as well as access for DOE's consultants to perform independent evaluations of Recipient's plans and processes. Recipient shall notify the DOE Project Officer of meetings, reviews, and tests in sufficient time to permit DOE participation, and provide all appropriate documentation for DOE review.

2. Specific activities to be conducted by DOE:

- a. Risk Evaluation – DOE will review the Recipient's initial Risk Mitigation Plan (RMP) for quality and completeness. DOE will also monitor updates to the RMP and actions taken by the Recipient during the performance of its award to mitigate risks and improve the probability of successful execution of the integrated Biorefinery project. At DOE's discretion, additional independent risk analyses of the project by DOE consultants may be requested.
- b. Independent Engineering Assessments – DOE will engage a private, independent engineering (IE) firm to assist in assessing the progress of the project and provide timely and accurate reports to DOE. The Recipient will ensure that the IE has access to any and all relevant documentation sufficient to allow the IE to provide independent evaluations to DOE on the progress of the project. Such documentation includes but is not limited to the following:



- Drawings and specifications
  - Construction and Execution plans
  - Resource loaded schedules
  - Design functions and requirements for the site final design review
  - Risk management plans
  - Value management and engineering studies and/or plans
  - Acquisition strategies
  - Project execution plans
  - Project controls including earned value management systems
  - Qualifications of the integrated project team.
  - Financial strategy for funding the construction project
  - Updated marketing and business plan
  - Invoices submitted to DOE
- DOE will evaluate the quality and completeness of information and documentation provided by the Recipient to DOE and its consultants in order to allow DOE to provide technical direction and/or redirection to the Recipient about how best to achieve the purposes of the award. Consultants to DOE may not provide technical direction and/or redirection to the Recipient.

5. New/Revised Project Period for this Award: From: 01/28/2010 To: 03/31/2013  
 New/Revised Budget Period 1 for this Award: From: 01/28/2010 To: 09/30/2010  
 New/Revised Budget Period 2 for this Award: From: 10/01/2010 To: 03/31/2013

6. Compliance Assessment (skip if new award):

a. Deliverables

The Recipient is current in submitting required reports:  Yes  No

If no, identify the delinquent report(s), indicate what action(s) have been taken to remedy the situation, and identify what further action(s) are necessary, if any:

The original award was fully conditional; therefore, there were no reporting requirements aside from RA reporting, of which the first report is due after the end of this quarter.

b. Financial

The Recipient is current in meeting the cost share requirement:  Yes  No

If no, indicate what action(s) have been taken to remedy the situation and validate why this new action should proceed:

N/A – the original award was fully conditional.

7. Check the applicable box for Funding Appropriation:

Energy and Water  Other \_\_\_\_\_

8. Check the applicable box for Statutory Authority:

- 109-58, Energy Policy Act 2005
- 110-140, Energy Independence and Security Act 2007
- ARRA
- Other: \_\_\_\_\_

9. Per 10 CFR 600, the preferred payment method for State/Local Governments, Institutions of Higher Education, Hospitals, or Other Non-Profit Organizations is **Advance**. The preferred Payment Method for For-Profit organizations is **Reimbursement**. Please state the payment method that will be used for this award in the box below. If the preferred payment method is not planned for a new award, provide an explanation below. Also, explain below if the payment method for the award is being changed by this action. If the ACH or the "ASAP Approval Required" payment methods is required, include an explanation for the restriction.

The recipient is receiving ARRA funds and will continue to be on the ACH payment method to monitor their funds to ensure costs outside of Budget Period 1 are not charged to the award.

10. Is the proposed Recipient on the debarred or suspended list? Yes  No   
 Are any of the proposed subrecipients/subcontractors on the debarred or suspended list? Yes  No   
 Is the Project Director on the debarred or suspended list? Yes  No

If yes for either response above, award cannot be made without obtaining a waiver. See attached waiver.

The review was conducted on the Internet on 03/15/2010 (Include Printout in permanent STRIPES file)



11. A risk determination has been completed on the PMC Form 460.2

Yes

N/A

12. Negotiation:

Government Negotiator(s)		Recipient Negotiator(s)	
Name	Organization	Name	Position
1. Molly Hames	DOE – Contract Specialist	David Brinkmann	VP Manufacturing (PI)
2. Christy Sterner	DOE – Project Officer	Dr. Anthony Day	VP R&D
3. Chris Lindeman	Navarro – Project Engineer	Gypsy Achong	Project Manager

**SECTION II – NEGOTIATION SUMMARY**

1. Please record any significant application or budget submissions that resulted in a revised budget in the Negotiation History Table below (including SF424A, budget justifications, e-mails, etc.):

Application/Budget Submission	Reference Document (s)	Date of Submission	Summary of Change
Original		7/8/2009	
Revision 1	SF 424A; PMC 123.1	1/20/2010	Updated SF-424a and PMC 123.1 to reflect Solazyme 20% cost share
Revision 2	SF 424A; PMC 123.1	3/2/2010	Updated to reflect shifting some tasks
Revision 3 - final	SF 424A; PMC 123.1	3/3/2010	Updated and finalized after correcting small error

REDACTED EXEMPTION 4

2. Complete Budget Table below (only include the original budget and final negotiated costs – the Percent of Total Negotiated Budget will calculate automatically)

**Note: List proposed amounts by category even if there are no differences in the dollar amount.**

Element of Cost	Original Budget Submission	Final Negotiated Costs	Percent of Total Negotiated Budget	Fringe Benefits and Indirects	
				Proposed Rate	Negotiated Rate
Personnel					
Fringe Benefits					
Travel					
Equipment					
Supplies					
Contractual					
Construction					
Other					
Total Direct Charges					
Indirect Charges					
<b>TOTAL</b>					
Program Income					
DOE Share (non-FFRDC)					
DOE Share (FFRDC)					
Total DOE Share					
Non-Federal Cost Share					

REDACTED EXEMPTION 4

\*SEE ATTACHED SF 424A FOR BUDGET PERIOD BREAKDOWN\*

3. Total Allowable Adjustment without Concurrence from the Selection Official per the Selection Statement: \_\_\_\_

Actual Total Adjustment based on Budget Table Above: \_\_\_\_

\*Total Budget (not Budget Period 1) has not changed other than adding the required cost share per the Selection Statement.

Is the original budget the same as the negotiated budget:  Yes  No

**If No, please check all boxes that apply:**

Change in the Project Scope

Original scope did not have any detailed engineering/design work in BP1; these engineering/design tasks were shifted from BP2 in original application to BP1 in current negotiated BP1 scope. Also, preliminary testing of one of the Subcontractor's \_\_\_\_\_ was moved from BP1 to BP2.

Changes due to Time Delays

REDACTED  
EXEMPTION 4

Math Errors in Budget (Final revision on 3/3/2010 was due to a minor math error.)

Changes in Indirect/Fringe Costs Caused Changes in Direct Costs or Total Project Costs

Indirect/Fringe Rates incorrectly applied

Other (explain) Original application cost share; .

Solazyme o \$5.4M to reach the cost share requirement while maintaining the same level of DOE funding.

4. Briefly describe and explain any substantial change(s) to the original Statement of Project Objectives submitted by the recipient:

<p>Project Officer commentary: SOPO was not submitted in original application. However, as noted above, the original BP1 effort included performing preliminary evaluations on one of the Subcontractor's effort has been moved to BP2.</p>	<p>REDACTED EXEMPTION 4</p>	<p>This</p>
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**SECTION III – TECHNICAL EVALUATION SUMMARY**

A. For each cost category, the Project Officer and the Specialist will complete his/her Technical Evaluation of the Negotiated Costs to confirm that they are all reasonable, allowable, and allocable. Additional comments should be added as necessary and as indicated below.

1. Personnel:

REDACTED

Total Negotiated Personnel Costs: **EXEMPTION 4** Not Applicable, the recipient did not propose Personnel costs:

Project Officer:  
 The labor hours proposed in the negotiated budget are reasonable for the scope of work:   
 The types of labor and labor mix proposed in the negotiated budget is reasonable:   
 The proposed labor rates are reasonable:   
 The proposed rates appear reasonable based on the activities being performed in BP1, the staff/positions listed as participating in the activities, and the distribution of hours assigned to each activity and position.

Specialist:  
 Please fill out the following table with the negotiated costs:

Labor Type	Budget Period 1		
	Hours	Rate	Total
Project Manager			
Project Manager			
Sr. Dir. Prog. Mgmt & Logistics			
Dir. Bus. Develop.			
VP Manufacturing			
VP R&D			
SVP R&D			
Sr. Mgr. Ferment.			
SVP Manufact. & Proc. Develop.			
Mgr. Downstream Proc. Develop.			
Proc. Develop. Eng.			
Dir. Of Ops.			
Ops. Mgr.			
Total:			

REDACTED  
EXEMPTION 4

Negotiated labor rates are reasonable:

Please detail the basis for the reasonable determination: The negotiated personnel costs are necessary and reasonable for the activities involved in budget period 1 of the award. The personnel are all comparable to labor rates in the area based upon [www.salary.com](http://www.salary.com) and the department of labor rates.



## 2. Fringe Benefits:

Total Negotiated Fringe Benefit Costs: <b>REDACTED EXEMPTION 4</b>	Not Applicable, the recipient did not propose Fringe Benefit costs: <input type="checkbox"/>
Specialist: Does the Recipient have an approved rate agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, List the Date of Rate Agreement: _____	
Cite Federal Cognizant Agency: _____	
If No, select one of the following:	
<input type="checkbox"/> Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)	
<input type="checkbox"/> Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination)	
List Date of review: _____	
<input type="checkbox"/> Specialist determined that rate was reasonable	
<input checked="" type="checkbox"/> Other: <b><u>Due to time constraints, the "Reopener Clause" will be placed into the Special Terms and Conditions of the award. These costs will be addressed and approved at a later date.</u></b>	
The fringe benefit costs in the negotiated budget were appropriately applied and are reasonable: <input type="checkbox"/>	

## 3. Travel:

Total Negotiated Travel Costs: <b>REDACTED EXEMPTION 4</b>	Not Applicable, the recipient did not propose Travel costs: <input type="checkbox"/>
Project Officer:	
The number and type of trips proposed in the negotiated budget are reasonable for the scope of work: <input checked="" type="checkbox"/>	
The costs per trip proposed in the negotiated budget are reasonable: <input checked="" type="checkbox"/>	
Is foreign travel included in the negotiated budget: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input checked="" type="checkbox"/> Specialist concurs: The proposed travel costs are reasonable for the scope of work to be performed under budget period 1 for this award.	

## 4. Equipment:

Total Negotiated Equipment Costs: <b>REDACTED EXEMPTION 4</b>	Not Applicable, the recipient did not propose Equipment costs: <input checked="" type="checkbox"/>
Project Officer:	
The type(s) of equipment proposed in the negotiated budget is/are reasonable for the scope of work: <input checked="" type="checkbox"/>	
The cost of equipment proposed in the negotiated budget are reasonable: <input checked="" type="checkbox"/>	
Is there any proposed equipment with a total cost exceeding \$50,000: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<input checked="" type="checkbox"/> Specialist concurs.	

## 5. Supplies:

Total Negotiated Supplies Costs: <b>REDACTED EXEMPTION 4</b>	Not Applicable, the recipient did not propose Supplies costs: <input checked="" type="checkbox"/>
Project Officer:	
The types /quantities of supplies proposed in the negotiated budget are reasonable based on the scope of work: <input checked="" type="checkbox"/>	
The costs of supplies proposed in the negotiated budget are reasonable: <input checked="" type="checkbox"/>	

Specialist concurs.

6. Contractual:

Total Negotiated Contractual Costs: Not Applicable, the recipient did not propose Contractual costs:

Project Officer: **REDACTED EXEMPTION 4**

The subrecipients proposed in the negotiated budget are appropriate for the scope of work:

The contractual costs proposed in the negotiated budget are reasonable:  Yes

Please fill out the following table with the negotiated costs:

Subrecipient/ Vendor Name	BP 1 Cost	BP 2 Cost	Total Cost	Role in Project (Identify SOPO Tasks)
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				
<b>REDACTED EXEMPTION 4</b>				

The changes in the contractual budget since the original application are primarily due to :

All subrecipients are expected to have scopes and budgets in BP2 that exceed the \$250,000 threshold for separate evaluation.

Solazyme is preparing to send a request for proposals to :

**REDACTED EXEMPTION 4**

Did the Recipient propose any subrecipients with total costs above \$250,000?  Yes  No (If Yes, a separate Technical Evaluation/Negotiation Memorandum is required for each subrecipient/vendor – see below)

Specialist concurs: The proposed contractual and vendor costs are necessary for budget period 1 activities and they are reasonable. The appropriate documentation has been received for each.

7. Construction:

Total Negotiated Construction Costs: **REDACTED EXEMPTION 4** Not Applicable, the recipient did not propose Construction costs:

Project Officer: Please note that the SF 424A included the EPC Contractual costs under the ‘Construction’ budget category. These are contractual costs and have been moved to the ‘Contractual’ budget category.

The type of construction proposed in the negotiated budget is appropriate for the scope of work:



The construction costs proposed in the negotiated budget are reasonable:

Specialist concurs.

8. Other Direct Costs:

Total Negotiated Other Direct Cos	Not Applicable, the recipient did not propose Other Direct costs: <input checked="" type="checkbox"/>
Project Officer:	REDACTED EXEMPTION 4
The types of other direct costs proposed in the negotiated budget are reasonable for the scope of work: <input checked="" type="checkbox"/>	
The costs proposed in the negotiated budget for other direct costs are reasonable for the scope of work: <input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/> Specialist concurs.	

9. Indirect Charges:

Total Negotiated Indirect Costs:	Not Applicable, the recipient did not propose Indirect Costs: <input type="checkbox"/>
Specialist:	REDACTED EXEMPTION 4
Does the Recipient have an approved rate agreement: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes, List the Date of Rate Agreement: _____	
Cite Federal Cognizant Agency: _____	
If No, select one of the following:	
<input type="checkbox"/> Rate proposal was reviewed by the Cost/Price Analyst and found to be reasonable, allowable, and allocable (attach Cost/Price Analyst Determination)	
<input type="checkbox"/> Rate Proposal was reviewed by the Cost/Price Analyst for a previous award (attach Cost/Price Analyst Determination)	
List Date of review:	
<input type="checkbox"/> Specialist determined that rate was reasonable	
<input checked="" type="checkbox"/> Other: <b><u>Due to time constraints, the "Reopener Clause" will be placed into the Special Terms and Conditions of the award. These costs will be addressed and approved at a later date.</u></b>	
The indirect costs proposed in the negotiated budget were appropriately applied and are reasonable: <input type="checkbox"/>	

10. Cost Share:

Project Officer:				
Project is a: <input checked="" type="checkbox"/> Research <input checked="" type="checkbox"/> Development <input type="checkbox"/> Demonstration <input type="checkbox"/> Other: Pilot Plant				
The minimum recipient's cost share required for this award is: _____ REDACTED EXEMPTION 4				
The recipient proposed cost share for this award is: _____				
Does the proposed cost share meet the minimum requirement: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Specialist:				
Is the proposed cost share: <input checked="" type="checkbox"/> Cash <input type="checkbox"/> In-kind				
	Organization	Type of Cost Share (cash or in-kind)	Cost Share Amount	Basis of Value (how the recipient calculated value)
		REDACTED EXEMPTION 4		
Total				
Third Party cost share commitment letters have been obtained: <input checked="" type="checkbox"/> (Please include letters in permanent STRIPES file)				



B. The following Project Officer and Specialist evaluation and negotiation commentary and recommendations address their agreement on all additional considerations for this award.

1. Please list any other special provisions agreed upon for inclusion in this award and describe the rationale for their inclusion below.

This recipient is receiving ARRA funds, and the Davis Bacon Act applies; therefore, the ARRA provisions have been included in the award. The indirect rates have not been negotiated for the prime and the Reopener provision has been added to the Special Terms and Conditions of the award, so that we may address these at a later date. Continuation provision, Funding of Budget Periods, Blanket CX NEPA provision, and Contingency provision have also been included in the special terms and conditions of this award, due to the holds on budget period 2 for the prime and subrecipients.

2. If a negotiation strategy, or strategies, is/are specified in the selection statement, provide a discussion below of how this was addressed and resolved.

Solazyme cost share 20%. Solazyme

REDACTED  
EXEMPTION 4

Solazyme was required to have 25% contingency on total project cost, per the selection statement

REDACTED  
EXEMPTION 4

3. Any other comments or concerns of the Project Officer and/or Specialist for this award, and the recommended approach to mitigating them, will be explained and addressed below.

The forthcoming evaluation for the BP2 scope and activities will include subrecipients with budgets above the \$250,000 threshold for additional evaluation. These additional evaluations will be addressed at that time.

The Project Officer has determined, based on the SOPO and certification from the Recipient, that the tasks within BP1 are consistent with those categorically excluded from additional NEPA review under the Blanket CX, particularly CX A.9. Task B.3 in the SOPO titled, 'Prepare Manufacturing Site' does NOT include It is the  
task for finalizing the EPC contract.

REDACTED  
EXEMPTION 4

4. Is this a Recovery Act award?  Yes  No

• If Yes, does the Buy American Act apply (see applicability below)?  Yes  No

• If Yes, does Davis Bacon Act apply (see applicability below)?  Yes  No

If the answer to either the Buy American Act or Davis Bacon Act questions is Yes, provide a short discussion below on: 1) the type of entity; 2) what applies; Davis Bacon, Buy American, or both; 3) whether it applies to the prime, subrecipient, or both; and 4) work to be performed that requires applicability of Buy American and/or Davis Bacon.

Solazyme, their subrecipients, contractors, vendors, and other entities involved in this project will comply with Davis Bacon Act requirements where those requirements are applicable for this project. The Davis Bacon Act will apply to Budget Period 2. Neither the Recipient nor its subcontractors will be constructing, altering, or repairing anything in Budget Period 1.

**SECTION IV – RECOMMENDATIONS/APPROVAL**

Signatures of the Project Officer and Specialist, indicating their recommendations, as indicated below, will occur after their mutual agreement on the contents of this document, and before the review and approval process for the action. The signatures below indicate that the costs in the negotiated budget are reasonable, allowable, and allocable.

**1. Technical Recommendation**

The project costs are acceptable and should be considered for a financial assistance award. The resources have been reviewed relative to the Statement of Project Objectives and are found to be reasonable, except as previously noted herein.

_____ Signature	_____ Date
_____ Christy Sterner Project Officer	

**2. Specialist Recommendation**

In view of the above analysis, the technical evaluation, and considering all known factors, this Award is recommended.

_____ Signature	_____ Date
_____ Molly Hames Grants and Agreements Specialist	

**3. Contracting Officer Approval \***

I concur with the above recommendation and have determined that the Recipient is responsible. I consider this Award to be in the best interest of the Government, and approve the award documents. (Select this box if the preparer is not the contracting officer)

In view of the analysis, the technical evaluation, and considering all known factors, I have determined that the Recipient is responsible. This Award is considered to be in the best interest of the Government and approved. (Select this box if the preparer is also the contracting officer and indicate N/A in Block 2.)

_____ Signature	_____ Date
_____ Melissa Wise Contracting Officer	



# U.S. Department of Energy Project Management Center



## FINANCIAL ASSISTANCE AWARD INDEX and CHECKLIST (BUYER USE ONLY)

**Award #:** DE-EE0002877 / 001 - Approve Budget Period 1

**Recipient Name:** Solazyme, Inc.

**FOA #:** DE-FOA-0000096

**Specialist:** Molly Hames

**Contracting Officer:** Melissa Wise

**Project Officer:** Christy Sterner

**Program:** The Office of the Biomass Program

**Phone:** 303-275-4864

**Phone:** 303-275-4907

**Phone:** 303-275-4720

Action Item	Indicate Completion of Action Item by inserting a date in the applicable box below	
1	Verify Recipient's registration with the Central Contractor Registration (CCR) ( <a href="http://www.ccr.gov">http://www.ccr.gov</a> )	CCR Registration Valid through: 01/14/2011
2	Verify Recipient's registration with FedConnect (goto P:\STRIPES\Fedconnect Reports)	Registration Confirmed on: 03/15/2010
3	ASAP Enrollment; if Recipient is not enrolled in ASAP, send .pdf of completed PMC 121.1 to 'GO Finance' mailbox	PMC 121.1 sent to 'GO Finance' on: N/A
4	Vendor Supplier/Site Information Form; send completed PMC 128.8 to 'GO Finance' mailbox (MS 2007)	Vendor Supplier/Site Information Form sent to 'GO Finance' on: N/A

STRIPES Index #	Supporting Document	Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
AWD-001	Award Index and Checklist	PMC 128.1	X		AWD-001 AWDChecklist	
AWD-002	Selection Statement	n/a		X	AWD-002 SelStat	pdf
AWD-003	Determination of Non-Competitive Financial Assistance (DNFA) Documentation (include Request for Review PMC 112.2)	PMC 109.x		X	AWD-003 DNFA Docs	batch .pdf
AWD-004	HCA Approval (Total Project Value greater than \$25M and less than \$50M) (include Request for Review PMC 112.2)	n/a	X		AWD-004 HCAApvl	.pdf
AWD-005	HQ Business Clearance Documentation (Total Project Value greater than or equal to \$50M)					
	AWD-005a HQ Business Clearance Worksheet	PMC 107.1		X	AWD-005 HQBusClrDocs	batch .pdf
	AWD-005b HQ Business Clearance Transmittal Letter(s)	PMC 107.4		X		
	AWD-005c HQ Business Clearance; Correspondence received from HQ	n/a	X			
AWD-006	Congressional Affairs Notification	DOE F 4220.10		X	AWD-006 CongNotification	pdf
AWD-007	Successful Application Documentation (Prime) - Solazyme, Inc.					
	Application for Federal Assistance	SF-424	X		AWD-007a AppDocsPrime (Solazyme)	batch .pdf
	SF-424A Budget Information	SF-424A	X			
	Budget Justification	PMC 123.1	X			
	Disclosure of Lobbying Activities	SF-LLL		X		
	Cost Share Commitment Ltrs from Third Parties	n/a	X			
	Successful Application Documentation (Sub #1) Abengoa					
	AWD-007b SF-424A Budget Information	SF-424A		X	AWD-007b AppDocsSub[Abengoa]	batch .pdf
	Budget Justification	PMC 123.1		X		
	Successful Application Documentation (Sub #2) BlueFire					
	AWD-007c SF-424A Budget Information	SF-424A	X		AWD-007c AppDocsSub[BlueFire]	batch .pdf
	Budget Justification	PMC 123.1		X		
	Successful Application Documentation (Sub #3) Cherokee Pharmaceuticals (CP)					
	AWD-007d SF-424A Budget Information	SF-424A	X		AWD-007d AppDocsSub[CP]	batch .pdf
	Budget Justification	PMC 123.1		X		
	Successful Application Documentation (Sub #4) UOP					
	AWD-007e SF-424A Budget Information	SF-424A		X	AWD-007e AppDocsSub[UOP]	batch .pdf
	Budget Justification	PMC 123.1		X		



STRIPES Index #	Supporting Document	Form #	applicable	not applicable	Supporting Document Naming Convention	pdf. required
AWD-008	National Environmental Policy Act (NEPA) Documentation					
	AWD-008a NEPA Checklist	EF-1		X	AWD-008 NEPADocs	batch .pdf
	AWD-008b NEPA Review	EF-2		X		
	AWD-008c NEPA Determination	EF-2a		X		
	AWD-008d Blanket A9 CX for ARRA IBR BP1	e-mail	X			
AWD-009	Pre-Award Information Sheet	PMC 121.1	X		AWD-009 PreAwardInfo	.pdf
AWD-010	Dun&Bradstreet Risk Assessment	PMC 460.2		X	AWD-010 D&BAAssessment	.pdf
AWD-011	Combined Technical Evaluation / Negotiation Memorandum	PMC 120.2	X		AWD-011 TechEvalNegMem	.pdf
AWD-012	Intellectual Property Law Division (IPLD) Documentation					
	AWD-012a IPLD Petition for Advance Waiver of Patent Rights	PMC 133.2		X	AWD-012 IPLDDocs	batch .pdf
	AWD-012b IPLD Pre-Award Review Request	PMC 133.3	X			
	AWD-012c IPLD Recommendation	e-mail	X			
AWD-013	Cost Share Determination Documentation					
	AWD-013a Cost Share Determination	PMC 112.2		X	AWD-013a CostShareDet	.pdf
	AWD-013b Cost Share Waiver	PMC 142.2		X	AWD-013b CostShareWaiver	.pdf
AWD-014	Cost / Price Documentation					
	AWD-014a Financial Information	PMC 410.1		X	AWD-014 CostPriceDocs	batch .pdf
	AWD-014b Indirect Rate Agreement or Rate Proposal	n/a		X		
	AWD-014c Response from C/P Analyst regarding Indirect Rates	PMC 420.3		X		
AWD-015	Excluded Parties List System (EPLS) Query ( <a href="https://www.epls.gov">https://www.epls.gov</a> )	n/a	X		AWD-015 EPLS	
AWD-016	Pre-Award Cost Request and Authorization	n/a		X	AWD-016 PreAwdCostAuth	.pdf
AWD-017	Justification for Use of Conditional Availability of Funds Provision	PMC 132.2		X	AWD-017 JustificationCondAvail	.pdf
AWD-018	Correspondence to Recipients (use this section for correspondence not issued at FOA level)					
	AWD-018a Correspondence		X		AWD-018a Correspondence	batch .pdf
AWD-019	Internal Review(s)					
	AWD-019a Request for Review (Review of Award Package)	PMC 112.2	X		AWD-019a RvwAwdPkg	.pdf
	AWD-019b HCA Approval and Business Clearance	n/a	X		AWD-019b DDRvw	.pdf
AWD-020	Deviations	n/a		X	AWD-020 Deviations	.pdf
Cover Page	Assistance Agreement Form	n/a	X			
Body	Special Terms and Conditions	n/a	X			
Attachment 1	Intellectual Property Provisions	n/a	X			
Attachment 2	Statement of Project Objectives	n/a	X			
Attachment 3	Federal Assistance Reporting Checklist and Instructions	DOE F 4600.2	X			
Attachment 4	Budget Information	n/a	X			
Attachment 5	Contingency Appendix	n/a	X			

**U.S. DEPARTMENT OF ENERGY  
PROJECT MANAGEMENT CENTER**



**IPLD PRE-AWARD REVIEW REQUEST**

TO: IPLD E-Mail: IPLegalReviews@go.doe.gov	Date Submitted: 01/08/2010
Attachments: (1) Financial Assistance Pre-Award Information Sheet (PMC 121.1) (2) Scope of Work or Statement of Project Objectives	Request Reply By: <u>03/31/2009</u>

FROM: Molly Hames	PHONE: 303-275-4864
Name of Specialist (if different from submitter):	PHONE:

Awardee: Solazyme, Inc.	
Project Title: <b>Recovery Act - Solazyme Integrated Biorefinery (SzIBR): Diesel Fuels from Heterotrophic Algae</b>	
Award/Mod/Amendment No: <b>DE-EE0002877 / 001</b>	Awardee POC: Anthony Day
FOA Title: Recovery Act - Demonstration of Integrated Biorefinery Operations	Phone: 650-780-4777
Topic Area(s): Topic Area 5	E-mail Address: tday@solazyme.com
Date of Application (including any modifications): 12/23/2009	Business Type:
Type of Instrument: <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	<input type="checkbox"/> Large, For-Profit <input checked="" type="checkbox"/> Small, For-Profit <input type="checkbox"/> 501(c)(3) Nonprofit <input type="checkbox"/> Other Nonprofit <input type="checkbox"/> Other: _____

Project Officer: Christy Sterner	DOE PO Phone: 303-275-4720
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Response to B.3 on PMC 121.1 indicates Limited Rights Data or Restricted Computer Software will be used in the Award:	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Will 5-year data protection under EPAct apply for the Topic Areas included in this Award?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO <input type="checkbox"/> This is a CDP

**IPLD USE ONLY:**





**U.S. DEPARTMENT OF ENERGY  
PROJECT MANAGEMENT CENTER**

**REQUEST FOR COST PRICE ASSISTANCE**

Award No./DUNS	DE-EE0002877/14-586-2012	Awardee: (Legal Name in CCR)	SOLAZYME, INC.
Specialist:	Molly Hames	Project Officer:	Christy Sterner
Requestor:		Project Monitor:	Chris Lindeman
Business Contact Name:	Gypsy Achong	Business Contact Ph. No:	650-780-4777 x5273
Business Contact Email:	gachong@solazyme.com	Date of Request:	01/20/2010
Program Area:	Biomass Program	Award Type:	<input checked="" type="checkbox"/> Recovery <input type="checkbox"/> CDP <input type="checkbox"/> Other _____

**Complete Section and Forward to Analyst for Completion**

**SPECIALIST:** Mark below whether pre-award, post award, or audit and provide any comments or special needs:

- Pre-award Proposal- submitted documents should include budget documents summary and detail, additional supporting information to support proposed calculations. **Comments:**  
This is a Recovery Act, Integrated Biorefinery (IBR) project in the Biomass Program. The Total Project Cost is \_\_\_\_\_; DOE Share is \$21,765,738, and Recipient Share is \_\_\_\_\_. The project will be awarded fully conditional by the end of January 2010 with plans to lift conditions shortly thereafter, so the budget submitted with this request is still in negotiations and is not the final budget.  
Solazyme, Inc. has had two prior Federal awards, one with the Defense Logistics Agency (DLA) for \$8.574M and one with the Defense Energy Support Center (DESC) for \$223K. The Defense Logistics Agency is the Cognizant Federal Agency. Solazyme, Inc. has marked that their financial management system is in compliance with 10 CFR 600. They answered "yes" to every question on the Accounting System Survey. Solazyme, Inc. has had previous audits with the Defense Audit Contracting Agency; a copy of the most recent audit has been provided. The Recipient provided a written letter with the copy of the audit confirming that they have addressed the concerns found in the audit regarding their indirect calculation, timekeeping system and unallowable costs.  

REDACTED  
EXEMPTION 4
- Post Award Review- actual cost true up or other related data needed for incurred cost type review. **Comments:**
- Audit:  Project Specific  Systems: Accounting, Billing etc.  Annual Incurred/Indirect  Other \_\_\_\_\_  
**Comments:**
- Save this request in the corresponding award on the S: drive and then **email this completed form, along with any/all attachments needed** to complete the requested review, to [CostPrice@go.doe.gov](mailto:CostPrice@go.doe.gov)

**COST PRICE ANALYST:** Upon receipt from the requestor, the assigned C/P Analyst will analyze and make recommendations. The analysis will include reviewing and evaluating elements of cost included in the calculation of the indirect rates to determine reasonableness, allocability and allowabilty of the proposed rates based on guidance in the appropriate cost principles in OMB circulars and/or FAR 31-205.

**Findings, Recommendations & Comments:**

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_



**CDSB-1003**  
**Intellectual Property Provisions (CDSB-1003)**  
**Cooperative Agreement - Special Data Statute**  
**Research, Development, or Demonstration**  
**Domestic Small Businesses**

01. FAR 52.227-1 Authorization and Consent (JUL 1995)-Alternate I (APR 1984)
02. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)  
*This clause is not applicable if the award is for less than \$100,000, in aggregate*
03. 10 CFR 600.325 Appendix A Rights in Data - Programs Covered Under Special Data Statutes (OCT 2003)  
*If the contracting officer, in consultation with DOE patent counsel and the DOE program official, determines that delivery of limited rights data or restricted computer software is necessary, Alternates I and II may be inserted into the clause after negotiations with the applicant.*
04. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)
05. 10 CFR 600.325 Appendix A Patent Rights (Small Business Firms and Nonprofit Organizations) (OCT 2003)

NOTE: In reading these provisions, any reference to "contractor" shall mean "recipient," and any reference to "contract" or "subcontract" shall mean "award" or "subaward."



**01. FAR 52.227-1 Authorization and Consent (JUL 1995)-Alternate I (APR 1984)**

(a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development expected to exceed the simplified acquisition threshold; however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

**02. FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)**

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at FAR 2.101.

(End of clause)

**03. 10 CFR 600.325 Appendix A, Rights in Data - Programs Covered Under Special Data Statutes (OCT 2003)**

(a) Definitions

Computer Data Bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the computer program to be produced, created or compiled. The term does not include computer data bases.

Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to administration, such as financial, administrative, cost or pricing or management information.

Form, fit, and function data, as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability as well as data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights data, as used in this clause, means data (other than computer software) developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and confidential or privileged; or is published copyrighted computer software; including modifications of such computer software.



Protected data, as used in this clause, means technical data or commercial or financial data first produced in the performance of the award which, if it had been obtained from and first produced by a non-federal party, would be a trade secret or commercial or financial information that is privileged or confidential under the meaning of 5 U.S.C. 552(b)(4) and which data is marked as being protected data by a party to the award.

Protected rights, as used in this clause, mean the rights in protected data set forth in the Protected Rights Notice of paragraph (g) of this clause.

Technical data, as used in this clause, means that data which are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose whatsoever, and to have or permit others to do so.

#### (b) Allocation of Rights

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in--

- (i) Data specifically identified in this agreement as data to be delivered without restriction;
- (ii) Form, fit, and function data delivered under this agreement;
- (iii) Data delivered under this agreement (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this agreement; and
- (iv) All other data delivered under this agreement unless provided otherwise for protected data in accordance with paragraph (g) of this clause or for limited rights data or restricted computer software in accordance with paragraph (h) of this clause.

(2) The Recipient shall have the right to--

- (i) Protect rights in protected data delivered under this agreement in the manner and to the extent provided in paragraph (g) of this clause;
- (ii) Withhold from delivery those data which are limited rights data or restricted computer software to the extent provided in paragraph (h) of this clause;
- (iii) Substantiate use of, add, or correct protected rights or copyrights notices and to take other appropriate action, in accordance with paragraph (e) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this agreement to the extent provided in subparagraph (c)(1) of this clause.

#### (c) Copyright

(1) Data first produced in the performance of this agreement. Except as otherwise specifically provided in this agreement, the Recipient may establish, without the prior approval of the Contracting Officer, claim to copyright subsisting in any data first produced in the performance of this agreement. If claim to copyright is made, the Recipient shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For such copyrighted data, including computer software, the Recipient grants to the Government, and others acting on its behalf, a paid-up nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, for all such data.

(2) Data not first produced in the performance of this agreement. The Recipient shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this agreement any data that are not first produced in the performance of this agreement and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Recipient identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software, the Government shall acquire a copyright license as set forth in subparagraph (h)(3) of this clause if included in this agreement or as otherwise may be provided in a collateral agreement incorporated or made a part of this agreement.

(3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.



(d) Release, Publication and Use of Data

(1) The Recipient shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Recipient in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Recipient agrees that to the extent it receives or is given access to data necessary for the performance of this agreement which contain restrictive markings, the Recipient shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) Unauthorized Marking of Data

(1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement bears any restrictive or limiting markings or notices not authorized by this agreement, the Contracting Officer may at any time either return the data to the Recipient or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Recipient affording the Recipient 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Recipient fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Recipient provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Recipient shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Recipient a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Recipient files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination become final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(f) Omitted or Incorrect Markings

(1) Data delivered to the Government, without any restrictive or limiting markings or notices authorized by this agreement, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Recipient may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Recipient's expense, and the Contracting Officer may agree to do so if the Recipient--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also:

(i) Permit correction at the Recipient's expense of incorrect notices if the Recipient identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.



(g) Rights to Protected Data:

(1) The Recipient may, with the concurrence of DOE, claim and mark as protected data, any data first produced in the performance of this award that would have been treated as a trade secret if developed at private expense. Any such claimed "Protected Data" will be clearly marked with the following Protected Rights Notice, and will be treated in accordance with such Notice, subject to the provisions of paragraphs (e) and (f) of this clause.

PROTECTED RIGHTS NOTICE

These protected data were produced under Agreement No. DE-EE0002877 with the U.S. Department of Energy and may not be published, disseminated, or disclosed to others outside the Government until, unless express written authorization is obtained from the recipient. Upon expiration of the period of protection set forth in this Notice, the Government shall have unlimited rights in this data. This Notice shall be marked on any reproduction of this data, in whole or in part.

(End of notice).

- (2) Any such marked Protected Data may be disclosed under obligations of confidentiality for the following purposes:
- (a) For internal DOE evaluation and planning purposes under the restriction that the Protected Data be retained in confidence and not be further disclosed; or
  - (b) To DOE staff members or authorized DOE contractors or subcontractors performing work under the Government's program under the restriction that the Protected Data be retained in confidence and not be further disclosed.
- (3) The obligations of confidentiality and restrictions on publication and dissemination shall end for any Protected Data:
- (a) At the end of the protected period;
  - (b) If the data become publicly known or available from other sources without a breach of the obligation of confidentiality with respect to the Protected Data;
  - (c) If the same data are independently developed by someone who did not have access to the Protected Data and such data are made available without obligations of confidentiality; or
  - (d) If the Recipient disseminates or authorizes another to disseminate such data without obligations of confidentiality.
- (4) However, the Recipient agrees that the following types of data are not considered to be protected and shall be provided to the Government when required by this award without any claim that the data are Protected Data: General test results and data that demonstrate progress toward meeting DOE's technical goals to design, construct, build, and operate a demonstration- or pilot-scale integrated biorefinery employing lignocellulosic or algal feedstocks, and in certain special cases starch feedstocks, for the production of (i) liquid transportation fuels, (ii) biobased chemicals, products or co-products, or (iii) substitutes for petroleum-based feedstocks and products. These results and data will be made available to the public and included in the final project report, and in other reports and presentations, as appropriate. The parties agree that notwithstanding the data enumerated above, nothing precludes the Government from seeking delivery of additional data in accordance with this award, or from making publicly available additional nonprotected data, nor does the preceding enumerated data constitute any admission by the Government that technical data not so enumerated are Protected Data. The general data described above shall not include the following types of data, which Recipient intends, without limitation, to claim and mark as Protected Data:
- a) Process Flow Diagrams
  - b) Mass & Energy Balances
  - c) Process Performance Parameters and Costs by Unit Operation, including the quality of the data used for those performance parameters, (e.g., scale, replication, degree of integration, range of values, etc.)
  - d) Capital Cost Estimate and Basis thereof: e.g. factored, vendor quotes, actual purchase prices, etc.
  - e) Pro Forma with best reproducible results to date with all assumptions listed and the basis/rationale behind all pro forma input parameters explained, including but not necessarily limited to:
    - i. Production cost parameters: e.g. consumables, utilities, labor, etc.
    - ii. Water consumption requirements and costs
    - iii. Waste disposal requirements and costs
  - f) Any additional financial and technical project information necessary and sufficient to validate the current and actual conversion costs associated with the facility or system as constructed and projected to be operated for converting



lignocellulosic or algal feedstocks, and in certain special cases starch feedstocks, into (i) liquid transportation fuels, or (ii) biobased chemicals, products or co-products, or (iii) substitutes for petroleum-based feedstocks and products.

- g) Technical results based on data collected, to enable the analysis, assessment and evaluation of other areas of interest, including but not necessarily limited to life cycle assessments, green house gas emissions, and sustainability metrics.

(5) The Government's sole obligation with respect to any protected data shall be as set forth in this paragraph (g).

(h) Protection of Limited Rights Data

(1) When data other than that listed in subparagraphs (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this agreement and such data qualify as either limited rights data or restricted computer software, the Recipient, if the Recipient desires continue protection of such data, shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding the Recipient shall identify the data being withheld and furnish form, fit, and function data in lieu thereof.

(2) Notwithstanding subparagraph (h)(1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the Recipient may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, in accordance with such Notice:

LIMITED RIGHTS NOTICE

(a) These data are submitted with limited rights under Government Agreement No. DE-EE0002877. These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Recipient, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (1) Use (except for manufacture) by Federal support services contractors within the scope of their contracts;
- (2) These "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (3) These "limited rights data" may be disclosed to other contractors participating in the Government's program, of which this Recipient is a part, for information or use (except for manufacture) in connection with the work performed under their awards, and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;
- (4) These "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and
- (5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(i) Subaward/Contract

The Recipient has the responsibility to obtain from its subrecipients/contractors all data and rights therein necessary to fulfill the Recipient's obligations to the Government under this agreement. If a subrecipient/contractor refuses to accept terms affording the Government such rights, the Recipient shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subaward/contract award without further authorization.

(j) Additional Data Requirements

In addition to the data specified elsewhere in this agreement to be delivered, the Contracting Officer may, at anytime during agreement performance or within a period of 3 years after acceptance of all items to be delivered under this agreement, order any data first produced or specifically used in the performance of this agreement. This clause is applicable to all data ordered under this subparagraph. Nothing contained in this subparagraph shall require the Recipient to deliver any data the withholding of which is authorized by this clause or data which are specifically identified in this agreement as not subject to this clause. When data are to be delivered under this subparagraph, the Recipient will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.



(k) The Recipient agrees, except as may be otherwise specified in this agreement for specific data items listed as not subject to this paragraph, that the Contracting Officer or an authorized representative may, up to 3 years after acceptance of all items to be delivered under this contract, inspect at the Recipient's facility any data withheld pursuant to paragraph (h) of this clause, for purposes of verifying the Recipient's assertion pertaining to the limited rights or restricted rights status of the data or for evaluating work performance. Where the Recipient whose data are to be inspected demonstrates to the Contracting Officer that there would be a possible conflict of interest if the inspection were made by a particular representative, the Contracting Officer shall designate an alternate inspector.

(End of clause)

#### **04. FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)**

It is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the files entitled:

Summary.pdf,

091221\_Solazyme\_PMC134\_1\_StatementOfProjectObjectives.pdf, and

091223\_IBR\_ARRAprojects\_Solazyme.pdf, which are all parts of the proposal upon which this contract is based.

#### **05. 10 CFR 600.325 Appendix A, Patent Rights (Small Business Firms and Nonprofit Organizations) (OCT 2003)**

##### **(a) Definitions**

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

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

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

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

Small business firm means a small business concern as defined at section 2 of Public Law 85-536 (16 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3 through 121.8 and 13 CFR 121.3 through 121.12, respectively, will be used.

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

##### **(b) Allocation of Principal Rights**

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this Patent Rights clause and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal Government shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. the subject invention throughout the world.

##### **(c) Invention Disclosure, Election of Title and Filing of Patent Applications by Recipient**



(1) The Recipient will disclose each subject invention to DOE within two months after the inventor discloses it in writing to Recipient personnel responsible for the administration of patent matters. The disclosure to DOE shall be in the form of a written report and shall identify the award under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to DOE, the Recipient will promptly notify DOE of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

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

(3) The Recipient will file its initial patent application on an invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the U.S. after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application, or six months from the date when permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications when such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to DOE, election, and filing under subparagraphs (c)(1), (2), and (3) of this clause may, at the discretion of DOE, be granted.

(d) Conditions When the Government May Obtain Title

The Recipient will convey to DOE, upon written request, title to any subject invention:

(1) If the Recipient fails to disclose or elect the subject invention within the times specified in paragraph (c) of this patent rights clause, or elects not to retain title; provided that DOE may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times;

(2) In those countries in which the Recipient fails to file patent applications within the times specified in paragraph (c) of this Patent Rights clause; provided, however, that if the Recipient has filed a patent application in a country after the times specified in paragraph (c) of this Patent Rights clause, but prior to its receipt of the written request of DOE, the Recipient shall continue to retain title in that country; or

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.

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

(1) The Recipient will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the subject invention within the times specified in paragraph (c) of this Patent Rights clause. The Recipient's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope of the extent the Recipient was legally obligated to do so at the time the award was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the Recipient's business to which the invention pertains.

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

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



part 404 and the agency's licensing regulations, if any, concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Recipient Action to Protect Government's Interest

- (1) The Recipient agrees to execute or to have executed and promptly deliver to DOE all instruments necessary to:
  - (i) Establish or confirm the rights the Government has throughout the world in those subject inventions for which the Recipient retains title; and
  - (ii) Convey title to DOE when requested under paragraph (d) of this Patent Rights clause, and to enable the government to obtain patent protection throughout the world in that subject invention.

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

(3) The Recipient will notify DOE of any decision not to continue prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any U.S. patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the award) awarded by (identify DOE). The Government has certain rights in this invention."

(g) Subaward/Contract

(1) The Recipient will include this Patent Rights clause, suitably modified to identify the parties, in all subawards/contracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or nonprofit organization. The subrecipient/contractor will retain all rights provided for the Recipient in this Patent Rights clause, and the Recipient will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractors' subject inventions.

(2) The Recipient will include in all other subawards/contracts, regardless of tier, for experimental, developmental or research work, the patent rights clause required by 10 CFR 600.325(c).

(3) In the case of subawards/contracts at any tier, DOE, the Recipient, and the subrecipient/contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subrecipient/contractor and DOE with respect to those matters covered by the clause.

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry.

Notwithstanding any other provision of this Patent Rights clause, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the U.S. unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the U.S. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant



licenses on similar terms to potential licensees that would be likely to manufacture substantially in the U.S. or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in-Rights

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

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

(k) Special Provisions for Awards with Nonprofit Organizations

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

- (1) Rights to a subject invention in the U.S. may not be assigned without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;
- (2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when DOE deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific or engineering research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give preference to a small business firm if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the Secretary of Commerce may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures or practices with the Secretary when the Secretary's review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communications

All communications required by this Patent Rights clause should be sent to the DOE Patent Counsel address listed in the Award Document.

(m) Electronic Filing

Unless otherwise Specified in the award, the information identified in paragraphs (f)(2) and (f)(3) may be electronically filed.

[End of clause]



## SPECIAL TERMS AND CONDITIONS

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## 1. RESOLUTION OF CONFLICTING CONDITIONS

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

## 2. AWARD AGREEMENT TERMS AND CONDITIONS

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

- a. Special Terms and Conditions.
- b. Attachments:
 

Attachment Number	Title
1.	Intellectual Property Provisions
2.	Statement of Project Objectives
3.	Federal Assistance Reporting Checklist and Instructions
4.	Budget Pages (SF 424A)
5.	Requirements for Contingency Funds for Integrated Biorefinery Projects
- c. Applicable program regulations.
- d. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- e. Application/proposal as approved by DOE.
- f. National Policy Assurances to be incorporated as award terms in effect on date of award at [http://management.energy.gov/business\\_doe/1374.htm](http://management.energy.gov/business_doe/1374.htm).

## 3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

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

## 4. AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project Period for this award is 01/28/2010 through 03/31/2013, consisting of the following Budget Periods:

Budget Period	Start Date	End Date
1	01/28/2010	09/30/2010
2	10/01/2010	03/31/2013

**5. PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDER INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)**

- a. Method of Payment. Payment will be made by reimbursement through ACH.
- b. Requesting Reimbursement. Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement," at <https://finweb.oro.doe.gov/vipers.htm> and attach a file containing appropriate supporting documentation. The file attachment must show the total Federal share claimed on the SF 270, the non-Federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.

- c. Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the Federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.
- d. 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.
- e. Payments. The DOE approving official will approve the invoice as soon as practical, but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.



## 6. COST SHARING

- a. Total Estimated Project Cost is the sum of the Federal Government share and Recipient share of the estimated project costs. The Recipient's cost share must come from non-Federal sources unless otherwise allowed by law. By accepting Federal funds under this award, you agree that you are liable for your percentage share of total allowable project costs, on a budget period basis, even if the project is terminated early or is not funded to its completion. This cost is shared as follows:

Budget Period	DOE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Costs
1	\$969,689 / 80%	REDACTED EXEMPTION 4	TBD
2	TBD	TBD	TBD
Total Project	TBD	TBD	TBD

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

## 7. REBUDGETING AND RECOVERY OF INDIRECT COSTS

- 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.



## **8. FINAL INCURRED COST AUDIT**

In accordance with 10 CFR 600, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

## **9. STATEMENT OF FEDERAL STEWARDSHIP**

DOE 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.

## **10. STATEMENT OF SUBSTANTIAL INVOLVEMENT**

### **1. Government Insight**

In order to adequately monitor project progress and provide technical direction and/or redirection to the Recipient, DOE must be provided an adequate level of insight into various Recipient activities. Government Insight activities by DOE include attendance at Recipient meetings, reviews and tests, as well as access for DOE's consultants to perform independent evaluations of Recipient's plans and processes. Recipient shall notify the DOE Project Officer of meetings, reviews, and tests in sufficient time to permit DOE participation, and provide all appropriate documentation for DOE review.

### **2. Specific activities to be conducted by DOE:**

- a. Risk Evaluation – DOE will review the Recipient's initial Risk Mitigation Plan (RMP) for quality and completeness. DOE will also monitor updates to the RMP and actions taken by the Recipient during the performance of its award to mitigate risks and improve the probability of successful execution of the integrated Biorefinery project. At DOE's discretion, additional independent risk analyses of the project by DOE consultants may be requested.
- b. Independent Engineering Assessments – DOE will engage a private, independent engineering (IE) firm to assist in assessing the progress of the project and provide timely and accurate reports to DOE. The Recipient will ensure that the IE has access to any and all relevant documentation sufficient to allow the IE to provide independent evaluations to DOE on the progress of the project. Such documentation includes but is not limited to the following: