
U.S. DEPARTMENT OF
ENERGY PARTNERSHIP
INTERMEDIARY INTERIM
PILOT GUIDE



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Purpose of the Partnership Intermediary Pilot Guide

This guide provides information governing the use of a Partnership Intermediary Agreement (PIA) under the Department’s Partnership Intermediary (PI) Pilot; to stakeholders across the Department of Energy (DOE), including program offices, contracting offices, and DOE & National Nuclear Security Administration National Laboratories, plants, and facilities. Specifically, this guide: (1) provides an introduction to PIs and PIAs by providing background information on the legislative authority and related policies to aid DOE stakeholders in developing or executing tasks using a PIA, (2) establishes DOE’s PI Pilot guidance and responsibilities for the oversight, management, and administration of the DOE PI and agreements under the PI Pilot, (3) ensures that DOE carries out PI Pilot activities in accordance with applicable laws and authorities, and (4) describes the scope of potential activities that can be implemented using the PI Pilot and guiding principles and other considerations when entering into a PIA. In addition, the guide provides:

- A brief background on DOE’s PI Pilot and the use of PIs across multiple federal agencies and practical guidelines, model agreements, standard terms and conditions, processes, and best practices for processing PIAs and purchase orders issued from them.
- PI Pilot roles and responsibilities of the PI, Office of Technology Transitions (OTT), cognizant contracting officer (CO), partnership intermediary agreement technical representative (PATR), Office of the General Counsel (OGC), DOE Senior Procurement Executive (SPE), and Program Ordering Office (PO). A detailed mapping of the PI Pilot roles and responsibilities can be found in [Roles and Responsibilities](#) section below.

Background

Partnership Intermediary Agreements (PIAs) are agreements between the Federal government and non-Federal partners (partnership intermediaries or PIs) designed to increase outreach to and engagement with small business firms, institutes of higher education, and non-traditional partners.¹ Since their introduction in the early 1990s, PIAs have evolved from agreements primarily focused on intellectual

¹ While engagements with other types of entities, including large industry, under a PIA are not prohibited, activities undertaken with PIs should generally be done with the intent to increase engagement with small business firms, institutes of higher education, and non-traditional partners.

property (IP) management and technology scouting, to agreements covering a broad spectrum of activities including assisting in administration of prize competitions, setting up and funding research and development (R&D) collaborations and agreements, establishing prototyping and manufacturing capabilities, establishing and/or coordinating manufacturing with Manufacturing Extension Partnerships, running technology showcases, providing STEM education and workforce development, supporting Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) programs and establishing, facilitating and/or running innovation hubs.²

PIAs represent a useful, largely underutilized tool to DOE. The use of PIAs is expanding throughout the federal government to increase outreach to, and engagement with, small business firms, other industry, government, universities, non-profit organizations, and non-traditional partners in ways that may not be possible using traditional constructs. Rather, PIAs are complementary to traditional mechanisms, specifically supporting outreach and engagement with, providing additional flexibility, and reducing barriers to entry for small business firms, institutes of higher education, and non-traditional partners.

PIAs are **not** intended to replace financial assistance or acquisition vehicles. PIAs are best utilized when traditional mechanisms do not provide adequate outreach or engagement with non-traditional contractors, or when providing additional flexibility and reducing barriers to entry to such entities is imperative.

Statutory Authorities

Title 15 U.S.C. 3715, Use of Partnership Intermediaries, provides the authority to enter into agreements with Partnership Intermediaries.^{3,4}

DOE PI Pilot Approval, Designations, & Delegations of Authority

- SECRETARIAL MEMO DATED APRIL 14, 2023, APPROVING DOE'S PI PILOT AND APPOINTMENT OF DOE'S CHIEF COMMERCIALIZATION OFFICER AS THE LABORATORY DIRECTOR DESCRIBED IN 15 U.S.C. 3715(a).
- REDELEGATION OF AUTHORITY AND REDESIGNATION OF AUTHORITY ORDER NO. S2-DEL-SPE-2022 TO THE DIRECTOR, OFFICE OF ACQUISITION MANAGEMENT

² Vanessa Pena et. al., "Opportunities to Advance Department of Defense Technology Transfer with Partnership Intermediary Agreements", Institute for Defense Analysis, IDA Paper P-20450, 35, (2020)

³ This authority is subject to the approval of the Secretary.

⁴ See 42 U.S.C. 7256(a) that provides the Secretary of Energy the authority to "to enter into and perform such contracts, leases, cooperative agreements, or other similar transactions as may be necessary in the conduct of its work . . ." [emphasis added].

- DEPARTMENT OF ENERGY REDESIGNATION AND REDELEGATION OF AUTHORITY ORDER NO. 00-001.09-03B TO DEREK G. PASSARELLI AS HEAD OF CONTRACTING ACTIVITY (HCA) FOR THE OFFICE OF ENERGY EFFICIENCY AND RENEWABLE ENERGY

Note: Delegations are located on the DOE Delegation webpage: [Delegations — DOE Directives, Guidance, and Delegations](#)

DOE's Partnership Intermediary Pilot

The Secretary of Energy's chief of staff directed DOE to explore innovative funding mechanisms authorized under law, including Partnership Intermediary Agreements. As a result, DOE launched a Partnership Intermediary (PI) Pilot to foster joint activities between DOE and small business firms, institutes of higher education, and non-traditional partners⁵

Through the PI Pilot, DOE seeks to expand capabilities to connect and engage with the broader energy and national security ecosystem. Additionally, the PI Pilot seeks to address gaps facing companies, organizations, and communities seeking to engage with DOE and other energy and national security ecosystem partners. The PI Pilot also may support the transfer, development, scale, commercialization, deployment, and adoption of technologies relevant to DOE's mission or the broader clean energy, energy security, and national security ecosystems. DOE seeks to increase outreach and engagement with small business firms, institutes of higher education, and non-traditional partners.

Partnership Intermediary Pilot Agreement Process and Procedures

Determining DOE Partnership Intermediary Service Needs and Developing an Announcement

The process to establish the DOE Partnership Intermediary Agreement (PIA) involved first determining the need for a PIA, including services to be provided by the Partnership Intermediary (PI). For the purposes of DOE's PI Pilot, it is anticipated that DOE will enter one PIA.

For the DOE PI Pilot, a Broad Agency Announcement (BAA) was prepared. The BAA included:

- **Background and Description**, including a general statement of need that describes the activities the PI will perform including objectives, potential lines of efforts, etc.

⁵ Secretary of Energy memo dated April 11, 2023, Approval for DOE-HQ to Enter into Agreements with Partnership Intermediaries as Defined Under Stevenson-Wydler Act.

- **Initial Lines of Work (I-LOW).**
- **Supplementary Lines of Work (S-LOW).**
- **Requirements for Submission.** For the PI Pilot, white paper submissions were requested.
- **Evaluation Criteria** describing the methodology and evaluation factors, such as past performance and experience, technical merit (i.e., the degree that a potential PI's approach and activities support the lines of work), business systems and processes, geographic scope/reach, etc.

To ensure publication to a wide audience, the PI Pilot's BAA was posted on the EERE Funding Opportunity Exchange and further amplified by OTT through social media channels and a posting on the OTT website. Submissions of white papers were accepted through EERE Exchange only.

A mailbox was created to accept questions from potential applicants to the BAA. Questions were answered by DOE, and the questions and answers were posted publicly on the EERE Exchange.

Note: DOE provided an informal notification to both the Office of Management and Budget and Congress prior to publishing the PI BAA on November 30, 2022.

While the PIA authority does not appear to explicitly address or require competition, it is DOE policy to maximize the extent practically to competitively select awards.

Proposal Evaluation

For the PI Pilot, the evaluation process included an initial eligibility review followed by a technical review.

- **Initial Eligibility Review:** The eligibility review was conducted by OTT, the cognizant contracting officer (CO), the Office of the General Counsel (OGC), and Intellectual Property Legal before submissions were provided to subject matter experts for technical review. The eligibility review was conducted to determine if the entity: (1) met the definition of partnership intermediary; and (2) provided all the information as requested and required in the Broad Agency Announcement (BAA).
- **Technical Review:** Technical Reviews of eligible submissions were conducted by reviewers that are experts in the subject matter of the BAA. The submissions were reviewed based on the evaluation criteria described in the BAA and listed below. White papers were scored by the reviewers and ranked from highest score to lowest score. A selection statement (an evaluation summary and selection recommendation) was prepared and submitted to the selections official (SO).

Ultimately, the SO considered the reviewers' recommendation(s) and any information gathered through pre-selection interviews (if any were conducted) in determining which, if any, entity is to be selected for negotiation.

Prior to SO signature of the selection statement for the PIA, the CO performed a System for Award Management (SAM) Active Exclusion Query on the selectee to check for delinquent federal debt and exclusions. The CO also ran a Responsibility/Qualification Query on the selectee to ensure eligibility. The evaluation criteria developed for the PI Pilot (as listed in the BAA) are provided below.

a) **Technical Merit** (45%)

- The degree to which the submitter's proposed approach and activities support I-LOW and S-LOW, with a particular emphasis on I-LOWs.

b) **Team Capabilities** (35%)

- The experience and level of effectiveness in performing as a partnership intermediary.
- The related and recent experience, especially with other federal agencies and Federal laboratories, or state and local governments, that is integral to achieving the stated LOWs.
- The degree to which the proposed team demonstrates the ability to effectively facilitate and expedite activities listed in the LOWs.
- The ability to monitor the performance of multiple activities to assure adherence to performance goals, time schedules or other requirements as appropriate to the terms of the agreement.

c) **Business Systems and Processes** (10%)

- The capability of the entity's business systems and controls in managing contracts, to include adequate estimating, purchasing, and accounting systems.
- The capability of the entity's business processes and procedures for engaging with government partners, subcontractors, domestic small businesses, academic institutions, non-traditional partners, and industry, in supporting efforts under the LOW between such entities and DOE and its laboratories and facilities.
- The capability of the entity to have sufficient controls and procedures in place to identify and mitigate organizational and financial conflicts of interests between employees, entities and/or activities.

d) **Geographic and Innovation Ecosystem Scope** (10%)

- Demonstrated ability to support LOW activities across multiple states and innovation ecosystems.
- Demonstrated partnerships with organizations to ensure a wide geographic representation.

Pre-Selection Interviews

If provided for in the announcement, DOE may conduct interviews with some or none of the submitters to better determine qualifications of the PIs. Interviews are not indicative of a selected submission and are not required. For the PI Pilot, pre-selection interviews were not conducted.

Notifications

Prior to notification, a Section 301 congressional notification was made for the \$0 PIA. Additional Section 301 notifications will be provided as new projects or major modifications to existing projects greater than \$1,000,000 are added to the PIA. Submitters were notified of DOE's decision to select or not selected for award negotiations. For the PI Pilot:

- Unsuccessful applicants were notified in writing that their submissions were not selected for negotiation of an award. The notification to unsuccessful applicants did not include the scores of the submission, reviewer comments or scores, or the relative standing of the submission in comparison to other submissions.
- Decisions were published in EERE Exchange, and a summary of the consensus of strengths and weaknesses as determined by the review panel was provided to all applicants.
- For the PI Pilot, only one applicant was selected for award negotiations. The selected applicant was notified in writing that their submission was selected for negotiation of a PIA. DOE provided the selected PI with a copy of the draft PIA.

The PATR and CO prepared the Agreement, which includes the following sections:

1. Signature Page
2. Partnership Intermediary Agreement Articles
3. Flow Down Requirements as Applicable
4. Background and Scope of the Agreement
5. Ordering Process
6. Intellectual Property Provisions
7. Definitions

The initial PIA for the PI Pilot is unfunded. Funding will be added to the umbrella PIA via PI Project Orders (PPOs). This is discussed in detail later in this guide. Detailed cost analysis was not conducted for the purposes of awarding the PIA under the Broad Agency Announcement. As requirements and tasks are identified by DOE (and subject to funding availability), individual PPOs will be placed against the agreement with the PI.

Signatories for Agreements with Partnership Intermediaries

At the conclusion of its' review, the working group recommended to the Secretary's chief of staff, that DOE launch a PI Pilot to foster joint activities between DOE and small business firms, institutes of higher education, and non-traditional partners. Endorsed by the chief of staff, the Secretary approved the

establishment of a PI pilot and the designation of the DOE Chief Commercialization Officer to serve as the Secretary's Designated Lab Director for the PI Pilot as described in 15 U.S.C. 3715(a)⁶

The PIA for the PI Pilot was signed by both the designated lab director and a DOE contracting officer with a PIA warrant sufficient to bind the Department. During the PI Pilot, the Director of DOE's Office of Technology Transitions (OTT) serves as the designated lab director described in 15 U.S.C. 3715(a) for the purposes of entering into agreement with one or more PIs.⁷

Review, Approval, Clearance

The PIA for the PI Pilot was reviewed by OTT, cognizant contracting officer (CO), Office of the General Counsel (OGC), Intellectual Property Legal, and the Senior Procurement Executive.

Activities Under DOE's Partnership Intermediary Pilot

While the types of activities authorized by 15 U.S.C. 3715 are potentially broad, under DOE's PI Pilot, PI activities will be limited to performing the types of work described in the Initial and Supplemental Lines of Work described below. Activities conducted under the PI Pilot must not include classified work.

The PI functions as a neutral, third-party facilitator, working to maximize benefits for both DOE and entities eligible to enter cooperative and joint activities with a DOE designated federal laboratory for the benefit of U.S. energy, climate, economic, and national security. The PI neither charges eligible third-party entities for their services nor has a financial interest in the agreements that they facilitate, making it easier for PIs to broker the terms of an agreement and mediate any conflicts that arise. This independence allows for reduced friction among the different parties, facilitating smoother relationships and more efficient work.

PIs ensure increased outreach to, and strive for increased engagement with, eligible entities including small business firms, institutes of higher education, and non-traditional partners by (1) ensuring announcements and opportunities for funding and other cooperative and joint activities are made more readily available and accessible and (2) reducing administrative burdens associated with issuing and

⁶ Secretarial memo dated April 14, 2023, "Approval for DOE-HQ to Enter into Agreements with Partnership Intermediaries as Defined Under the Stevenson-Wydler Act."

⁷ The Director of OTT also acts as the Chief Commercialization Officer for the Department of Energy. In this role they are responsible for all commercialization activities across DOE, the 17 National Laboratories, and the Department's other research and production facilities across the country.

applying for such opportunities, negotiating and entering into agreements emanating from such opportunities, and managing the overall program.

Initial Lines of Work (I-LOWs)

DOE has identified the following I-LOWs for the first year of the PI Pilot. The I-LOWs are designed to allow the PI to focus on foundational tasks in the first year of the pilot while providing the flexibility for DOE to open additional LOWs over time.⁸ DOE believes this phased approach will increase the chance for success in the first year of operation while maintaining flexibility to expand the scope of activities over the course of the PI Pilot period. I-LOWs for the PI Pilot include:

- Facilitating collaboration, matchmaking, and/or connections through events; clearinghouses; coordination with convening bodies, such as Manufacturing Extension Partnership Centers; providing collaboration spaces; and other means to bring together potential solution providers including small business firms, other industry, government, universities, non-profit organizations, and non-traditional partners to complement the activities of DOE programs, DOE laboratories, and DOE facilities;
- Facilitating and/or administering Laboratory voucher programs, rebate programs, and prize competitions;
- Facilitating, managing, and assisting in the awarding of research, development, demonstration and/or deployment funding, innovation hubs, collaborations, public-private partnerships and SBIR/STTR funding/programs;
- Facilitating rapid prototyping, demonstration, deployment, and/or manufacturing, in furtherance of DOE's mission.
- STEM activities and workforce development, including STEM education and work-based learning programs supporting scientists and engineers across the DOE enterprise, including DOE Laboratories, DOE facilities, and funding recipients of DOE programs;
- Providing technical assistance to increase outreach and lower barriers of access for domestic small business firms, other industry, government, universities, non-profit organizations, and non-traditional partners with the goal of increasing the likelihood of engagement between such entities and DOE and its laboratories and facilities;
- Providing access to physical collaboration space(s) with tools that can enable virtual engagements. Host planned and/or ad-hoc engagements with DOE and members of the innovative academic and industrial base across the nation;
- Fostering and tracking a network of academic and industrial base members, keeping them up to date on DOE engagements with academia and industry, funding opportunities; and

⁸ DOE may at its sole discretion determine to increase or decrease the authorized LOWs in any year.

- Planning and executing outreach, training, events, and other programs for industry and academic stakeholders.

Supplemental Lines of Work (S-LOWs): DOE has identified the following S-LOWs for the PI pilot dependent on demand and availability of funding:

- National Laboratory technology matchmaking including but not limited to facilitating patent and intellectual property (IP) management, such as patent and licensing assistance, or partnering for continued development;
- Technology scouting and horizon scanning for DOE programs, DOE National Laboratories, and DOE facilities including technology and market research and hosting technology showcases;
- Encouraging industry collaborative investment of leveraged research resources as having high potential for commercialization, especially in areas related to DOE missions;
- Providing manufacturing, design, business, and incubation assistance to DOE awardees, licensees of DOE technologies, and other DOE stakeholders, including those interested in submitting funding proposals to DOE, for the purpose of successfully maturing and transitioning technologies to commercialization or providing small production runs of critical technologies that would otherwise be too small of an order to be of interest to manufacturers;
- Identifying promising technologies that currently exist or are in the developmental phase at DOE, DOE facilities, or with DOE awardees, that could be efficiently, and cost effectively transitioned to the market; and
- Establishing a network of subject matter experts to engage with DOE program managers to review and evaluate promising technology solutions for technology transfer and commercialization to industry.

Partnership Intermediary Pilot Policies and Requirements

The following policies and requirements **must** be applied in carrying out the PI Pilot.

- The proposed work is expected to increase the likelihood of success in the conduct of cooperative or joint activities between DOE, small business firms, institutes of higher education, and non-traditional partners.
- PI(s) are prohibited from: (1) directly providing services beyond an intermediary role that resemble scientific research work where the development of intellectual rights by the PI is likely; (2) efforts in which there is an actual or apparent conflict of interest; and (3) performance of inherently governmental functions.
- Export control reviews must be performed in accordance with DOE policy and all applicable export control laws and regulations. PIA activities can result in information and technologies

that may be subject to export controls. This export-controlled information (ECI) may or may not fall under such categories as Classified information or Unclassified Controlled Nuclear Information (UCNI). The information and/or technology may become ECI at any stage.

- Information and data that are commercially valuable may be developed, including some that may have intellectual property rights associated with it. Consistent with applicable statutes, such information may be considered for protection from public dissemination, for a period not to exceed 5 years after development of information, to retain its commercial value and provide an incentive for its commercial application. Any protectable information generated or exchanged as a result of this PIA will be marked, handled, and safeguarded in accordance with all applicable federal laws, rules, regulations and DOE Orders or directives, including but not limited to, the Trade Secrets Act (18 U.S.C. 1905), the Freedom of Information Act (FOIA) (5 U.S.C. 552), DOE's implementing FOIA regulations at 10 C.F.R. Part 1004, the Federal Technology Transfer Act (15 U.S.C. 3710a(c)), and DOE Order 471.3, Admin Chg. 1, Identifying and protecting Official Use Only Information. In accordance with these rules, certain information transmitted pursuant to a PIA may qualify for protecting from disclosure under FOIA.
- DOE employees, in accordance with applicable law must protect properly marked protected information and data provided by private-sector collaborators and non-Federal parties in the conduct of PIA activities.
- All activities under the PI Pilot are anticipated to be performed by domestic U.S. entities. Before work can proceed with foreign entities as defined by DOE P 485.1, approval must be obtained from the contracting officer, in consultation with the PO (if applicable) and DOE counsel. All activities, including those performed by domestic U.S. entities, must receive a determination by the Research, Technology, and Economic Security (RTES) Vetting Center (IA-63) as to whether a more robust diligence of selected performers is necessary to identify and, if appropriate, mitigate potential undue foreign influence.

U.S. Competitiveness Provision

The following U.S. Competitiveness provision must flow into all PPOs for RDD&D issued under the PIA unless the DOE program funding the work opts out through completion of the required form found here: [FAL 2022-01 APPENDIX 2 OPT OUT DOCUMENT \(energy.gov\)](#), including the concurrence of the Assistant General Counsel for Technology Transfer and Intellectual Property (GC-62).

U.S. Competitiveness

The PI agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless otherwise approved by DOE. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to

the U.S. economy. The PI agrees that it will not license, assign, or otherwise transfer any of its subject inventions to any entity, at any tier, unless that entity agrees to these same requirements. Should the PI or other such entity receiving rights in the invention(s): (1) undergo a change in ownership amounting to a controlling interest, or (2) sell, assign, or otherwise transfer title or exclusive rights in the invention(s), then the assignment, license, or other transfer of rights in the subject invention(s) is/are suspended until approved in writing by DOE. The PI and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The PI will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

A subject invention is any invention conceived or first actually reduced in performance of work under an agreement. An invention is any invention or discovery which is or may be patentable.

As noted in the U.S. Competitiveness Term, at any time in which an entity cannot meet the requirements of the U.S. Competitiveness Term, the entity may request a modification or waiver of the U.S. Competitiveness Term. For example, the entity may propose modifying the language of the U.S. Competitiveness Term in order to change the scope of the requirements or to provide more specifics on the application of the requirements for a particular technology. As another example, the entity may request that the U.S. Competitiveness Term be waived in lieu of a net benefits statement or U.S. manufacturing plan. The statement or plan would contain specific and enforceable commitments that would be beneficial to the U.S. economy and competitiveness. Commitments could include manufacturing specific products in the U.S., making a specific investment in a new or existing U.S. manufacturing facility, keeping certain activities based in the U.S. or supporting a certain number of jobs in the U.S. related to the technology. If DOE, in its sole discretion, determines that the proposed modification or waiver promotes commercialization and provides substantial U.S. economic benefits, DOE may grant the request and, if granted, modify the Agreement terms and conditions for the requesting entity accordingly.

The U.S. Competitiveness Term is implemented by DOE pursuant to a Determination of Exceptional Circumstances (DEC) under the Bayh-Dole Act and DOE Patent Waivers.

Conflict of Interest Policies

Work under the PIA will be subject to DOE interim Conflict of Interest (COI) Policy which can be found at: [Department of Energy Interim Conflict of Interest Policy](#)

<https://www.energy.gov/management/pf-2022-17-department-energy-interim-conflict-interest-policy-requirements-financial>

The interim COI Policy is applicable to all non-Federal entities that receive DOE funding by means of a financial assistance award or other transactions and, through the implementation of this interim COI Policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under the DOE award. The interim COI Policy establishes standards that provide a reasonable expectation that the design, conduct, and reporting of projects funded wholly or in part under DOE awards will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest. The PI is subject to the requirements of the interim COI Policy, and the PI must certify that it is compliant with all requirements in the interim COI Policy. The PI must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities.

Current and Pending Support and Foreign Talent Program Disclosures/Restrictions

The following provision should be included in any announcement for research, development, demonstration, and deployment (RDD&D) under the PIA:

Current and Pending Support Disclosures

Current and pending support is intended to allow the identification of potential duplication, overcommitment, potential conflicts of interest or commitment, and all other sources of support. As part of an application (white paper or proposal), the principal investigator and each senior/key person at the prime applicant and any proposed subaward level must provide a list of all sponsored activities, awards, and appointments, whether paid or unpaid; provided as a gift with terms or conditions or provided as a gift without terms or conditions; full-time, part-time, or voluntary; faculty, visiting, adjunct, or honorary; cash or in-kind; foreign or domestic; governmental or private-sector; directly supporting the individual's research or indirectly supporting the individual by supporting students, research staff, space, equipment, or other research expenses.

All involvement in foreign government-sponsored talent recruitment programs must be identified in current and pending support.

For every activity, list the following items:

- The sponsor of the activity or the source of funding.
- The award or other identifying number.
- The title of the award or activity. If the title of the award or activity is not descriptive, add a brief description of the research being performed that would identify any overlaps or synergies with the proposed research.

- The total cost or value of the award or activity, including direct and indirect costs and cost share. For pending proposals, provide the total amount of requested funding.
- The award period (start date – end date).
- The person-months of effort per year being dedicated to the award or activity. If required to identify overlap, duplication of effort, or synergistic efforts, append a description of the other award or activity to the current and pending support. Details of any obligations, contractual or otherwise, to any program, entity, or organization sponsored by a foreign government must be provided on request to either the applicant institution or DOE. Supporting documents of any identified source of support must be provided to DOE on request, including certified translations of any document.

The information may be provided in the format approved by the National Science Foundation (NSF), which may be generated by the Science Experts Network Curriculum Vitae (SciENCv), a cooperative venture maintained at <https://www.ncbi.nlm.nih.gov/sciencv/>, and is also available at <https://www.nsf.gov/bfa/dias/policy/nsfapprovedformats/cps.pdf>.

The use of a format required by another agency is intended to reduce the administrative burden to researchers by promoting the use of common formats.

Each current and pending support disclosure must be signed and dated and include the following certification statement:

I, [Full Name and Title], certify to the best of my knowledge and belief that the information contained in this Current and Pending Support Disclosure Statement is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3733 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

If the fillable PDF NSF format is used, the individual must still include a signature, date, and a certification statement using the language included in the paragraph above. If the online version is used in SciENCv, a signature, date, and a certification statement must be attached until the SciENCv website automatically attaches a certification statement.

Definitions

Current and pending support: (a) All resources made available, or expected to be made available, to an individual in support of the individual's RD&D efforts, regardless of (i) whether the source is foreign or domestic; (ii) whether the resource is made available through the entity applying for an award or directly to the individual; or (iii) whether the resource has monetary value; and (b) includes in-kind contributions requiring a commitment of time and directly supporting the individual's RD&D efforts, such as the provision of office or laboratory space, equipment, supplies, employees, or students. This term has the same meaning as the term Other Support as applied to researchers in NSPM-33: For researchers, Other Support includes all resources made available to a researcher in support of and/or related to all of their professional RD&D efforts, including resources provided directly to the individual or through the 7 organization, and regardless of whether or not they have monetary value (e.g., even if the support received is only in-kind, such as office/laboratory space, equipment, supplies, or employees). This includes resource and/or financial support from all foreign and domestic entities, including but not limited to, gifts provided with terms or conditions, financial support for laboratory personnel, and participation of student and visiting researchers supported by other sources of funding.

Foreign Government-Sponsored Talent Recruitment Program: An effort directly or indirectly organized, managed, or funded by a foreign government, or a foreign government instrumentality or entity, to recruit science and technology professionals or students (regardless of citizenship or national origin, or whether having a full-time or part-time position). Some foreign government-sponsored talent recruitment programs operate with the intent to import or otherwise acquire from abroad, sometimes through illicit means, proprietary technology or software, unpublished data and methods, and intellectual property to further the military modernization goals and/or economic goals of a foreign government. Many, but not all, programs aim to incentivize the targeted individual to relocate physically to the foreign state for the above purpose. Some programs allow for or encourage continued employment at U.S. research facilities or receipt of federal research funds while concurrently working at and/or receiving compensation from a foreign institution, and some direct participants not to disclose their participation to U.S. entities. Compensation could take many forms including cash, research funding, complimentary foreign travel, honorific titles, career advancement opportunities, promised future compensation, or other types of remuneration or consideration, including in-kind compensation.

Senior/key personnel: an individual who contributes in a substantive, meaningful way to the scientific development or execution of a RDD&D) project proposed to be carried out with DOE award.

Accounting Systems Guidance

Agreements with PIs must include an article that requires that the PI maintain adequate records to account for Federal funds received and cost-sharing, if any. Such agreements must also include an article that requires that the PI document the basis for the determination of the interim or actual amounts or costs. The article must indicate the expenses that constitute direct costs, indirect costs, and the basis for allocating indirect costs.

Government Furnished Property Requirement

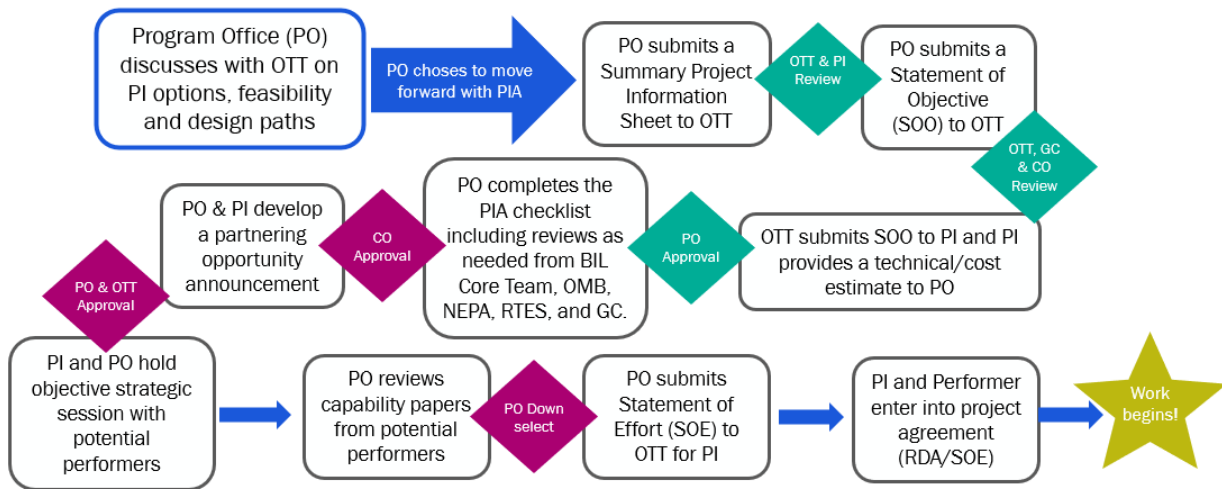
The PIA must not provide for the issuance of Government property. If the cognizant CO determines a need to furnish Government Furnished Property (GFP) to the PI, the CO must consult with the Office of the General Counsel to confirm that the furnishing of GFP is appropriate. If appropriate, a GFP article will be added to the Articles of Agreement in the PIA.

How to Place an Order Under the Partnership Intermediary Agreement

The flowchart and narrative below are intended to provide a basic understanding of the process flow and decision points through which an organization can enter into an agreement with the PI for work described in the Statement of Objectives (SOO). A more detailed description of the requirements and procedures for obligating funds, congressional notifications and invoicing and payment for work can be obtained via request to OTT.⁹

⁹ Such requirements and procedures, and any substantial modifications thereto, must be consistent with this Guide and must be coordinated with MA, GC and the CO.

OTT Collaborations – Workflow for PIA Process



Placing Funding on the Partnership Intermediary Agreement for the Partnership Intermediary Pilot

Funds are obligated onto the PIA using a contracting officer (CO)-signed award in Strategic Integrated Procurement Enterprise System (STRIPES), which interfaces with Standard Accounting and Reporting System (STARS). When obligating funds onto the PIA, DOE offices submit funding requisitions through STRIPES and designate Golden Field Office (GFO) as the administration office. Requisitions will be routed through STRIPES and funds will be certified by a budget approver in the cognizant funding office. Requisitions are released to the GFO CO to add funds to the PIA. New awards or modifications will be generated in STRIPES. Upon CO approval in STRIPES, the funds will be made available to the PI, under the following conditions:

- The DOE will use the DOE Vendor Invoicing Portal and Electronic Reporting System (VIPERS), also known as ACH, for electronic payments. This will allow oversight by DOE to confirm milestones are met and permit the invoice must be paid in DOE's Financial Accounting Support Tool (FAST). This allows for DOE offices funding projects to track funding actions. Payments will be made by through ACH/VIPERS. Payment requests must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, the PI must enroll at <https://vipers.doe.gov>. Instructions on how to enroll are provided on the web site. nstructions on how to enroll are provided on the web site.

- DOE will use milestone-based payments as the method of reimbursement under the PI Pilot. Payment to the PI will be dependent on the submission of milestones and deliverables and DOE's verification and acceptance thereof. Upon DOE's acceptance of the milestone/deliverable by the program office (PO), partnership intermediary agreement technical representative (PATR) and the DOE invoice approving official, the PI will be reimbursed. The Statement of Effort (SOE) includes the negotiated milestones/deliverable table with mandatory submission due dates and estimated costs per deliverable. Payment submission instructions are found in the Partnership Intermediary Agreement Articles.
- The DOE invoice approving official/PATR will approve the invoice unless the billing is in error. Upon receipt of an invoice payment authorization from the DOE approving official in FAST, the ORFSC will disburse payment to the PI. The PI may check the status of payments at the VIPERS web site. All payments are made by electronic funds transfer.

Management of Performance:

Performance Issues

During the performance period, PI performance issues shall be addressed by the CO, PATR, PO, and PI. In cases where the parties cannot reach resolution, the issue will be discussed with DOE Headquarters Office of General Council (GC) and the Golden Field Office (GFO) Head of Contracting Activity (HCA). When issues remain unresolved, the PIA must be discussed with the CO and GC. DOE will not reimburse for work performed outside of the scope of work in the agreement.

Fiscal Year Review

OTT will prepare a Fiscal Year PIA Pilot Summary Report to communicate the impacts and outcomes of the PIA Pilot. A review led by OTT with representatives (including the PATR), the CO, Office of Management (MA) and GC will evaluate the PIA and PI's performance to determine whether the PIA Pilot objectives are being met using agreement performance measures. The PATR and CO will also consult with POs regarding PI project performance and assess PIA activity levels and benefits to DOE goals for the PIA as stated in the BAA. If applicable, measures will be assessed annually by OTT in consultation with the CO, MA, GC with changes being coordinated with and agreed by the PI. The CO must approve any changes to performance measures. Any agreed upon revisions made to the agreement must be documented in a bilateral modification

Roles and Responsibilities

Cognizant Contracting Officer (CO): An official of DOE authorized to execute and administer awards on behalf of DOE. Responsibilities include but are not limited to the posting of any announcements

including a Broad Agency Announcement (BAA); execution of agreements with PIs (i.e., PIAs); processing PPOs, placing scope and funding onto the PIA; communication with the PI as needed; and maintaining the agreement and the file. To be assigned as a CO for a PIA, the individual must: (1) be CFA-Level IV certified and (2) have a PIA warrant issued by the HCA.

Director, Office of Technology Transitions (OTT)¹⁰: Serves as the Secretary's Designated Lab Director for the PI Pilot as described in 15 U.S.C. 3715(a) and is responsible, with the CO, for entering into the PI Pilot agreement with the Pilot PI.

Golden Field Office (GFO): GFO will provide contractual and finance support for the PIA and OTT during the PI Pilot, including providing the cognizant contracting officer.

Head of Contracting Activity (HCA): The HCA is the senior contracting official designated by the SPE that is responsible for the management and oversight of the PI Pilot. The HCA has the authority to enter into, administer, modify, closeout, terminate and take such other actions as may be necessary and appropriate with respect to any other transaction or PI agreement, whether or not binding DOE to the obligation and expenditure of public funds. Such actions must include the rendering of determinations and decisions, except those required by law or regulation to be made by other authority. The HCA will also serve as the Selection Official (SO).

Office of General Council (GC): Under the Pilot GC is responsible for providing legal advice and representation on PIA issues to DOE leadership, programs and staff including OTT, DOE contracting staff and DOE programs funding work through the PIA. GC will also provide advice on RTES and U.S. manufacturing issues.

Office of Technology Transitions (OTT): Under the PI Pilot the OTT is responsible for engaging POs and developing a template and submission for proposed Summary Project Information Sheet for use of a PIA, Statement of Objectives (SOO) and Statement of Effort (SOE); provide the cost and technical proposal from the Pilot PI, market research from Pilot PI, the estimated cost of the effort included in cost proposal from Pilot PI, funding, and provide the PI Pilot to PO. OTT provides assistance through the lifecycle of the PIA project order to the program office, to modification of the PIA project order, approval of invoices, assistance of meetings, and verification of milestones from the SOE. OTT, in collaboration with the PIA Pilot CO, GC, and MA, is responsible for tracking and assessing the

¹⁰ The Director of OTT also acts as the Chief Commercialization Officer for the Department of Energy. In this role she is responsible for all commercialization activities across DOE, the 17 National Laboratories, and the Department's other research and production facilities across the country.

effectiveness and impact of the PI Pilot, to account for lessons learned and providing recommendations for future potential PIA.

Partnership Intermediary (PI): PIs perform services that increase the likelihood of success in the conduct of cooperative or joint activities of such Federal laboratories with small business firms, institutes of higher education, and non-traditional partners. The PI may examine and analyze alternative business practices and models or commercially applied or emerging processes in furtherance of its work for DOE.

Partnership Intermediary Technical Representatives (PATR): An official of OTT authorized to perform specific technical and administrative functions as designated in writing by the CO, subject to the limitations set forth in the above definition of PATR. Will be the invoice approver in DOE's Financial Accounting Support Tool (FAST) for the PIA awards.

Program Ordering Office (PO): A DOE Program Office or element that places work on the PIA through one or more Statement of Objectives. Once the CO approves a PI Project Order (PPO), the PO provides technical oversight, guidance, and exchanges with the PI, CO, and PATR throughout the project from pre-order activities through final closeout.

DOE Senior Procurement Executive (SPE): The SPE is responsible for providing appropriate and necessary reviews of PIAs, conducting oversight on the use of PIAs, and delegating authority to enter into agreements with PIs, to HCAs and COs.

Definitions

B2B: A Business-to-business agreement entered into between the PI with the performer in accordance with the Statement of Effort (SOE) provided by the program office.

Designated lab director: The Director of DOE's Office of Technology Transitions (OTT)¹¹ will serve as the lab director described in 15 U.S.C. 3715(a) for the purposes of entering into the PI Pilot agreement with the Pilot PI.

DOE facility: Government-owned laboratory or production facility or other facility operated under DOE program cognizance.

¹¹ The Director of OTT also acts as the Chief Commercialization Officer for the Department of Energy. In this role the director is responsible for all commercialization activities across DOE, the 17 National Laboratories, and the Department's other research and production facilities across the country.

Designated federal laboratory: The federal laboratory designated to manage the PIAs.

Federal laboratory: means any laboratory, as defined below, any federally funded research and development center or any center that is established under 15 USC 3705 or 3707 that is owned, leased, or otherwise used by a federal agency and funded by the Federal Government, whether operated by the Government or by a contractor.

Laboratory: means (A) a facility or group of facilities owned, leased, or otherwise used by a Federal agency, a substantial purpose of which is the performance of research, development, or engineering by employees of the Federal Government; (B) a group of Government-owned, contractor-operated facilities (including a weapon production facility of the Department of Energy) under a common contract, when a substantial purpose of the contract is the performance of research and development, or the production, maintenance, testing, or dismantlement of a nuclear weapon or its components, for the Federal Government; and (C) a Government-owned, contractor-operated facility (including a weapon production facility of the Department of Energy) that is not under a common contract described in subparagraph (B), and the primary purpose of which is the performance of research and development, or the production, maintenance, testing, or dismantlement of a nuclear weapon or its components, for the Federal Government, but such term does not include any facility covered by Executive Order No. 12344, dated February 1, 1982, pertaining to the naval nuclear propulsion program.

Partnership Intermediary Agreement (PIA): The agreement (used to document terms and conditions with a partnership intermediary that provides for the partnership intermediary to perform services that increase the likelihood of success in the conduct of cooperative or joint activities between DOE_small business firms, institutes of higher education, and non-traditional partners.¹²

Partnership intermediary (PI): A state or local government agency or a nonprofit entity that is owned, chartered, funded or operated in whole or in part by or on behalf of a State or local government that assist, counsel, advise, evaluate, or otherwise cooperate with_small business firms, institutes of higher education, and non-traditional partners that require or can make demonstrably productive use of a federal laboratory, including state programs.^{13,14}

¹² Agreement(s) with PIs are not subject to the Federal Acquisition Regulations.

¹³ See 15 U.S.C. 3715(c)

¹⁴ Thus PIs can include organizations that are: owned in whole or in part by a State or local government, for example an economic development agency or State or local authorities; chartered by a State or local government, for example to include providing a nonprofit's articles of incorporation; funded in whole or in part by a State or

Partnership Intermediary Project Order (PPO): A work order not subject to Federal Acquisition Regulation (FAR) issued under an overarching PIA (under the PI Pilot through OTT and the CO) describing the purpose, scope, and schedule for a project, including a statement of work and identified funding, through which the PI is directed to perform certain activities and/or to provide deliverables within a specified budget and period of performance.

Performer(s): An entity that enters, under the PIA, a business to business (B2B) agreement with the PI to perform work.

Project Information Sheet: PO project summary submitted to the PATR that initiates discussion between PO and PATR to determine if work is appropriate for the PIA and more detailed documents (SOE, SOO) should be developed. Standard information includes a brief/general description of the proposed work, rationale for use of the PIA vs. a contract or grant, funding source and estimates.

Senior procurement executive (SPE): The DOE official who is responsible for management direction of the procurement system of the Department, including implementation of the unique procurement policies, regulations, and standards of the Department. The director, Office of Acquisition Management, is the designated senior procurement executive (SPE) for the Department of Energy.

Statement of Effort (SOE): Developed by the PO (in coordination with the PI and PATR), the SOE describes milestones and the payment schedule for work to be performed by sub-tier performers under the PIA.

Statement of Objectives (SOO): Developed by the PO (in coordination with the PI and PATR), the SOO includes: (1) a detailed description of work to be performed under the PIA, (2) identification of funding, (3) statement that the identified funding is appropriate for the anticipated work under the PIA, and (4) identification of any required flow-down terms stemming from the identified funding/appropriations and/or special terms necessary or desired.

Partnership Intermediary Pilot Metrics and Assessment

- Metrics have been developed between OTT and PI for assessing and PIA work activity and impact. These metrics span a variety of standard dimensions such as project duration, funding levels, total applicants, and applicant type (e.g., small business, academia, etc.), but also include

local government, for example currently funded or previously funded during the organization's existence; and operated in whole or in part by or on behalf of a State or local government, for example with participation of State or local government officials in an organization's Board of Directors, Advisory Councils, and the like.

dimensions to assess the PIA's ability to reach new and diverse performers, increase collaboration, as well as achieve commercialization outcomes. Additional metrics will likely be added as the PIA pilot activities progress.

- Program offices will be responsible for developing project order specific metrics.

Appendices

Appendix A - Summary Project Information Sheet for Use of Partnership Intermediary Agreement Template

Summary Project Information Sheet for Use of PIA

DOE program office:

DOE office subprogram (if applicable):

DOE point of contact for the effort:

Anticipated duration of effort:

Estimated budget:

Funding type (e.g., BIL, IRA, TCF, annual appropriations):

Funding from fiscal year(s):

Brief title of project:

Alignment with Lines of Work	
Description of Alignment ILOWs	Description of Alignment SLOWs

Background summary and problem statement (3-4 sentences)

Goals/Objectives/Audience of Effort (3-4 sentences)

Rationalization for use of the PIA instead of Financial Assistance, Prize, or Contract (2-3 sentences)

Additional Details

Classified information:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Require cost-sharing:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Human or Animal Subjects:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Foreign Involvement or engagement	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, list country(ies):
Use of PII:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Describe any additional contingences	

Appendix A.1. Example Summary Project Information Sheet for Use of PIA

Summary Project Information Sheet for Use of PIA

DOE program office: OTT, OCED, EERE & FECM

DOE office subprogram (if applicable): N/A

DOE point of contact for the effort: OCED - Emanuele Pecora; OTT - Kyle Fricker, Robert Anderson, and Felipe Barcia; EERE- Eric Miller, Peter Lobaccaro, and Rukmani Vijayaraghavan; FECM-Amishi Claros

Anticipated duration of effort: 1 year (to be renewed based on funding availability and program demand)

Estimated budget: \$33,500,000 of FY22/23 funds (includes 5 planned voucher opportunities, additional funding may be provided based on project demand)

Funding type (e.g., BIL, IRA, TCF, annual appropriations): BIL TCF

Funding from fiscal year(s): FY22 & FY23

Brief title of project: DOE Voucher Program

Alignment with Lines of Work	
Description of Alignment ILOWs	Description of Alignment SLOWs
This project aligns with the Voucher I-LOWs related to facilitating/administering Lab voucher programs, facilitating collaboration and/or connections to bring together potential solution providers (including small business and non-traditional partners), and providing technical assistance to increase outreach and lower barriers of access for domestic non-traditional partners and industry.	The S-LOW related to providing manufacturing, design, business, and incubation assistance for entities interested in submitting funding proposals to DOE, for the purpose of successfully maturing and transitioning technologies to commercialization is also applicable.

Background summary and problem statement (3-4 sentences)

Historically, DOE funding has focused on R&D efforts, technology development, and prototype testing. However, there is a gap in existing funding capabilities for entities that do not have the expertise or the resources and require technical, business, or other forms of assistance to commercialize their technologies. OTT is proposing a new program that will help entities gain access to unique facilities and subject matter experts to accelerate promising technologies on their path towards commercial deployment. This program endeavors to create partnerships, provide funding, and facilitate industry coordination that allows industry to leverage existing expertise and capabilities, providing critical support in helping industry to accelerate innovation more rapidly and overcome barriers to commercializing new technologies.

Goals/Objectives/Audience of Effort (3-4 sentences)

The goal of this program is to provide technical and business support to domestic organizations that are bringing technologies to market that align with DOE areas of interest to market. The primary participants for this program are organizations that do not have the resources or expertise needed to advance their technologies and businesses to the next level. Through this program, businesses and other relevant entities will be provided an opportunity to work with third-party organizations to address specific commercialization barriers they face as they develop their technology and grow their business.

Rationalization for use of the PIA instead of Financial Assistance, Prize, or Contract (2-3 sentences)

To streamline access to external services and facilities, this program aims to develop a clear process that rapidly matches external capabilities with the needs of the business, simplifies the contracting mechanism, and renders the processes transparent and fast. This program is focused on organizations that may not presently have the expertise or resources to meet the requirements to receive funding or other support through financial mechanisms that have been used by DOE in the past. A PIA can support DOE reaching these goals by simplifying the process for receiving DOE support, acting as a collaborative catalyst between voucher providers and voucher recipients, and aggregating/coordinating subject matter experts in a wide array of disciplines.

Additional Details

Classified information:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Require cost-sharing:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, percent cost-share:
Human or Animal Subjects:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Foreign Involvement or engagement	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list country(ies):
Use of PII:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Describe any additional contingences	Voucher activities will be limited to office work and hardware testing/validation in existing facilities.

Appendix B: Statement of Objectives (SOO) TEMPLATE

Department of Energy Statement of Objectives

[Note: All bracketed text serves as placeholder text only and should not be included in any final version.]

Project title:

SOO Prepared By:

DOE Office of Technology Transitions (OTT) & [Insert relevant program offices(s)]
Washington, DC

Privacy Statement

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are all pages contained within this proposal.

Statement of Objective:

[State the major goals and objectives.]

Specific Efforts:

[Provide a narrative summary below of each effort/sub-effort, with a focus on critical activities, milestones, and deliverables.]

The PI will serve as the facilitator and collaborate, as appropriate and as approved, with third-party performers on efforts that support [insert title] objectives, including but not limited to the following:

1. [Effort 1]
2. [Effort 2]
 - a. [Sub-Effort 2.a]

Funding Level: [Provide any details on the level of funding.]

Duration: [Provide any details on the duration of the program.]

Appendix B.1 Example SOO

Department of Energy Statement of Objectives

Project title: DOE Voucher Program: Voucher Opportunity 1 – Pre-Demonstration Commercialization Support

SOO Prepared By:

DOE Office of Technology Transitions Office of Clean Energy Demonstrations, Office of Energy Efficiency and Renewable Energy, & Office of Fossil Energy and Carbon Management
Washington, DC

Privacy Statement

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Statement of Objective:

The objective is to start a DOE Voucher Program that builds bridges between US entrepreneurs/businesses or other relevant partners and third-party voucher providers (including but not limited to the DOE National Laboratories) to advance commercialization of innovative energy technologies. This program lowers the barrier to entry and enable relevant parties to easily leverage external expertise and facilities for rapid, targeted projects. The DOE Voucher Program is comprised of multiple, focused Voucher Opportunities. Voucher Opportunity 1 (VO-1) is on Pre-Demonstration Commercialization Support to address key adoption risk areas including bankability studies, manufacturing / supply chain assessments, and other technoeconomic analyses.

Specific Efforts:

The PI will serve as the facilitator, as appropriate and as approved, to work with identified voucher providers and for-profit technology development companies at TRL 5-6 on Pre-Demonstration Commercialization Support that aligns with broader DOE Voucher Program objectives, including but not limited to the following:

1. Complete market research to identify promising for-profit technology development companies that need Pre-Demonstration Commercialization Support, including bankability studies, manufacturing / supply chain assessments, and other technoeconomic analyses.
 - a. Companies should be at TRL 5-6 and should have received a financial assistance award from DOE within the past five years to develop a proof of concept or product prototype that fits a specific technology vertical of interest for DOE OCED and is nearly ready for pilot scale or large-scale demonstration.
2. Complete market research to identify potential voucher providers to work with selected companies (to include but be not limited to independent engineering and consulting firms).
3. DOE completes down selection for selected performers (voucher providers and technology development companies). Companies identify desired voucher provider from the DOE approved list. PI helps set up B2B agreements and work with performers to advise on teaming agreements for access to expertise and/or facilities in a streamlined fashion.
 - a. Funding will flow to the voucher providers. PI will work to facilitate a matching process whereby companies request teaming with their desired provider and matches are made on a first come first served basis until funds are exhausted. DOE approves the negotiated teaming agreement is consistent with the voucher opportunity objectives.
4. PI tracks VO-1 efforts, with monthly reporting to DOE based on previously agreed to metrics and desired outcomes.
5. After completion of VO-1 effort and final reporting is complete. DOE includes the option to complete additional phases with increased funding level to allow additional companies to benefit dependent on VO-1 outcomes and demand for the voucher offering.

Funding Level: \$5,000,000 in total available funding with expected max voucher amount of \$50,000.

Duration: One year with ability to extend program with one-year option.

Appendix C - Statement of Effort (SOE) Template

Department of Energy Statement of Effort

[Note: All bracketed text serves as placeholder text only and should not be included in any final version.]

DOE Efforts for [project title or brief description]

Statement of Effort Prepared By:

DOE [enter participating office name(s)]

Washington, DC

Privacy Statement

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are all pages contained within this proposal.

Statement of Effort – [Performer Name]

1. Background

[Insert PI'S primary objective is to provide services for the Department of Energy (DOE) to increase the likelihood of success in the conduct of cooperative or joint activities typically with small business firms, institutes of higher education, and non-traditional partners. [Insert PI name] serves as the Partnership Intermediary to accomplish the objective(s) by stimulating idea development and promoting the outbound and inbound transfer of knowledge, expertise, and novel solutions between the Department of Energy and small business firms, institutes of higher education, and non-traditional partners and Laboratories.

2. Purpose

This is a project to work with [insert PI name] as a Partnership Intermediary in support of [insert a summary of effort].

3. Scope/Objectives

Overall expectations for all efforts are:

[Lead entity name] shall work with [Insert PI name] and Government partners to develop whitepapers that meet the DOE Partnership Intermediary Agreement Technical Representative (PATR's) and Program Ordering Office's requirements.

[Lead entity name] shall serve as the lead and collaborate with [other performers] on the Specific Tasks in the below section. [Name other performers] are designated Partner Performers for this task, with [Lead entity name] serving as the effort's academic Lead Performer.

4. Specific Tasks

Programmatic - [Lead or Partner Performer entity name] shall:

- Conduct applied research on [topic] related to [effort].
- Prepare such new technology investigations as considered appropriate.
- Coordinate and/or collaborate with the DOE PO as required by DOE's PO/PATR.
- Collaborate with DOE, industry or academic partners as required by the DOE PO/PATR.
- Generate Interim and Final Whitepaper(s) of research findings, results, and recommended next steps for potential follow-on development.
- Conduct testing and validation, as appropriate, ensuring that human and animal subject testing will not be performed.
- Coordinate directly with DOE and their designated office, on specific terms and negotiation of shared patent rights with [other performers].
- Work with [names of other performers] to pursue, as needed, but not limited to the tasks in Section 4.2.1.
- Work with [names of other performers] to pursue, as needed, but not limited to the tasks in Section 4.2.2
- Negotiate division of research labor with [names of other performers] as needed, to accomplish project effort results.
- [Insert any additional specific tasks]

All Phases - [Lead / Partner Performer entity name] shall:

- Provide own facilities, materials, and labor to support the capability development.
- Participate in monthly technical program reviews with DOE PO/PATR.
- Utilize Microsoft Teams (or approved alternative) for all virtual meetings, technical program reviews, and demonstrations.
- Conduct in-person meetings and technical demonstrations at locations TBD by DOE PO/PATR.
- [Insert any additional all phases tasks]

Schedule and Milestones

The following schedule and milestones are proposed for this effort:

Milestone	Start Date	Duration	Completion Date
[Insert PI name] Provides Notice to Proceed			
[Month Year] Program Review Complete			
[Month Year] Program Review Complete			
[Month Year] Program Review Complete			
Delivery of Final Reports or Prototype			
[Insert all additional key milestones, this template table is not all inclusive]			

Table 1: Proposed Schedule

Security

This is an unclassified activity; however, all work, communication, documentation, and participant details are potentially Business Proprietary. Information may only be exchanged between parties working directly on the program. Requests for publication or distribution of information to media or outside parties must be made in writing to [INSERT PI] pursuant to Paragraph 18 the Research and Development Agreement for coordination with **[INSERT ENTITY]**.

Government Furnished Equipment, Information, and Facilities

The Government will not provide any equipment, information, or facilities.

Desired Outcomes and Deliverables

[Lead / Partner Performer entity] shall work with [other performers] to:

- Deliver a [_____] that meets the requirements specified in Section 4.2.1 of this document.
- Deliver a [_____] that meets the requirements specified in Section 4.2.2 of this document.

Payment Schedule

ENERGYWERX proposes milestone payment to [Lead/Partner Performer name]:

	Payment Date	Milestone	Payment Amount	Cumulative Amount
1	[Month year]	Monthly Review Complete		
2		Monthly Review Complete		
3		Monthly Review Complete		
4		Monthly Review Complete		
5		Delivery of Final Whitepaper		

		[Insert all key milestones, the above are not necessarily all-inclusive]		
--	--	--	--	--

Table 2: Proposed payment schedule

Points of Contact

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

DOE POC

[name]

[email]

DOE technical POC

[name]

[email]

DOE Contracting Officer

[name]

[email]

[Insert PI entity name]/Programmatic POC

[name]

[email]

[Insert PI entity name]/Financial POC

[name]

[phone]

[email]

[Lead/Partner Performer entity] Sponsor Opportunities

[name]

[phone]

[email]

For [Insert PI name]

For [Lead/Partner Performer entity]

[name]

Program Manager

[name]

[Lead / Partner Performer entity]

