

CUSTOMER CONTRACT REQUIREMENTS
Material Characterization
CUSTOMER CONTRACT 60439498-111582-A

CUSTOMER CONTRACT REQUIREMENTS

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

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

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

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

Seller shall apply this provision to its subcontractors and contractors.

UNIVERSAL IDENTIFIER REQUIREMENTS

Requirement for Data Universal Numbering System (DUNS) Numbers

If Seller is authorized to make subcontracts under this award, Seller:

1. Must notify potential subcontractors that no entity may receive a subcontract from Seller unless the entity has provided its DUNS number to Seller.
2. May not make a subcontract to an entity unless the entity has provided its DUNS number to Seller.

NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

To the greatest extent practicable, all equipment and products purchased with funds made available under this contract should be American-made.

Export Controlled Information

In the event that export controlled information is required to be provided by Seller to Buyer, Seller will so inform Buyer in writing, prior to any such disclosure, and shall not forward or provide any export controlled information to Buyer without the express written permission of Buyer.

The burden shall be on the party disclosing the export controlled information to make it available only to eligible individuals as designated by Buyer, or to obtain the appropriate license or approval from the relevant agency, or to invoke an available exception, exemption, or exclusion. Buyer shall have the right to terminate this contract if the disclosure of export controlled information, under license or otherwise, would destroy Buyer's ability to invoke the fundamental research exclusion with regard to the

conduct or reporting of its research.

Objectivity in Research

Seller certifies it has a written and enforced conflict of interest policy that is consistent with the provision of 42 CFR Part 50.6, "Responsibility of Applicants for Promoting Objectivity in Research."

Seller also certifies that to the best of its knowledge, all financial disclosures related to the activities funded by this Contract and required by its conflict of interest policy have been made; and that all identified conflicts of interest under this contract will have been satisfactorily managed, reduced or eliminated prior to the expenditures of any funds under this Contract in accordance with Seller's conflict of interest policy. Seller's Administrative Representative must disclose conflicts, which cannot be satisfactorily managed, reduced or eliminated.

PERFORMANCE OF WORK IN UNITED STATES

a. Requirement. All work performed under this award must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment, however, Seller should make every effort to purchase supplies and equipment within the United States. Seller must flow this requirement to its subcontractors.

b. Failure to Comply. If the Seller fails to comply with the Performance of Work in the United States requirement, Buyer may deny reimbursement for the work conducted outside the United States. Seller is responsible should any work under this award be performed outside the United States, absent a waiver, regardless if the work is performed by the Seller, subcontractors, vendors or other project partners.

c. Waiver. There may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, Seller must submit an explicit waiver request to Buyer, which includes the following information:

- The countries in which the work will be performed;
- A description of the work to be performed outside the U.S.; and
- The rationale for performing the work outside the U.S.

For the rationale, Seller must demonstrate to the satisfaction of Buyer that a waiver would further the purposes of this FOA and is otherwise in the interests of the customer. Buyer may require additional information before considering a waiver request.

PUBLICATIONS

Seller is encouraged to publish or otherwise make publicly available the results of work performed under this contract. Seller is required to include the following acknowledgement and disclaimer in publications arising out of or relating to work performed under this contract:

Acknowledgment:

"The information, data, or work presented herein was funded in part by the U.S. Department of Energy, Energy Efficiency and Renewable Energy Program, under Award Number DE- _____."

Disclaimer:

"The information, data, or work presented herein was funded in part by an agency of the United States Government. Neither the United States Government nor any

agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily