

CUSTOMER CONTRACT REQUIREMENTS
High Efficiency Concentrating Photovoltaic Power System
CUSTOMER CONTRACT DE-FC36-07GO17052

CUSTOMER CONTRACT REQUIREMENTS

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

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

2. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

The intellectual property provisions applicable to this award are currently being negotiated with Buyer's customer. The provisions that result from the aforementioned negotiation will be added to this contract.

3. DATA PROTECTION

Based on information provided by the Recipient, the parties agree that the data required to be delivered in accordance with the "Data Requirements" provision of this Attachment I Special Terms and Conditions has commercial value and its disclosure would cause competitive harm to the commercial value or use of the data.

Section 1005 of the Energy Policy Act of 2005 (EPACT 2005) specifically states that research, development, demonstration and commercial application programs, projects and activities authorized under EPACT 2005 shall be carried out in accordance with the applicable provisions of the Energy Policy Act of 1992 (EPACT 1992). Section 3001(d) of EPACT 1992 states that Section 12(c)(7) of the Stevenson-Wydler Technology Innovation Act of 1980 (Stevenson-Wydler) (codified at 15 U.S.C. Section 371 Oa(c)(7)), relating to the protection of information shall apply to research, development, demonstration and commercial application programs and activities under EPACT 1992. Section 12(c)(7) of Stevenson-Wydler states that no trade secrets or commercial or financial information that is privileged or confidential, under the meaning of section 552(b)(4) of Title 5 (Freedom of Information Act), which is obtained in the conduct of research or as a result activities under this chapter from a non-Federal party participating in a cooperative research and development agreement shall be disclosed.

Under 15 U.S.C. Section 3710a(c)(7)(b), DOE has elected to provide protection against dissemination of information that results from research and development activities that would be a trade secret or commercial or financial information that is privileged or confidential of for a period of up to 5 years after development, including exemption from subchapter II of the Freedom of Information Act.

In accordance with Section 3710a(c)(7)(b), the Recipient may mark any data to be delivered as specified in the data reporting templates which does not qualify as "Limited Rights Data" or "Restricted Computer Software" with the following legend:

"Commercially Valuable Technical Data and Information. Withhold from Disclosure. The use of this data by Navigant is governed by the provisions of DOE Cooperative Agreement Number DE-FC36-07G017052. Release of this data shall be governed by the Rights in Data - General Clause of the Cooperative Agreement.

This marking is in addition to any notices required under the Rights in Data-General clause in the Attachment 2 of the Cooperative Agreement. Data designated as "Commercially Valuable" shall be delivered only to Navigant. Navigant will not release raw data to the public, but may release composite data in accordance with the Navigant procedures.

Other information required to be delivered, but not covered under the data reporting templates, shall be delivered in accordance with the Reporting Requirements Checklist in Attachment 4 of the Cooperative Agreement.

4. REPORTING REQUIREMENTS

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award.
- b. Dissemination of scientific/technical reports. Scientific/technical reports submitted under this award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. In addition, these reports must not contain any limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release. Citations for journal articles produced under the award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

5. CONTINUATION APPLICATION AND FUNDING

- a. Continuation Application. At least 90 days before the end of each budget period, Supplier shall submit to the Boeing Contracts Representative the following information:
 1. A report on progress towards meeting the objectives, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period.
 2. A detailed budget and supporting justification for the upcoming budget period if additional funds are requested, a reduction of funds is anticipated.
 3. A description of your plans for the conduct of the project during the upcoming budget period, if there are changes from the DOE approved application.