



U.S. DEPARTMENT OF ENERGY

Lithium-Ion Battery Recycling Prize

VOUCHER GUIDELINES

Modification 4

OFFICIAL RULES: MODIFICATIONS SUMMARY

Modifications made to the rules are summarized below and highlighted in the text.

<p>Modification 4 1/19/2021</p>	<ul style="list-style-type: none"> • Changed the final Statement of Work deadline to April 1, 2021.
<p>Modification 3 1/6/2021</p>	<ul style="list-style-type: none"> • Voucher Overview: <ul style="list-style-type: none"> • All VSP partners must be identified in the Phase II final submission • Voucher Process: <ul style="list-style-type: none"> • Clarified the Statement of Work and Contract sections • Voucher Use Policies: <ul style="list-style-type: none"> • More information provided for the No-Cost Time Extension Requests • Voucher Payments: <ul style="list-style-type: none"> • Updated deadlines • Appendix E – Statement of Work: <ul style="list-style-type: none"> • Updated significantly to include further explanations of each component • Appendix F – Sole Source Justification: <ul style="list-style-type: none"> • Added a Sole Source Justification document for VSP work with non-NREL national labs. <p>NOTE: Appendix E is available as an editable template on https://www.herox.com/BatteryRecyclingPrize/resources.</p>
<p>Modification 2 9/23/2020</p>	<ul style="list-style-type: none"> • Clarified the Approved VSPs on page 4 • Clarified the allowability requirements to allowable work.
<p>Modification 1 5/20/2020</p>	<ul style="list-style-type: none"> • Voucher Overview: <ul style="list-style-type: none"> • Added language from the Battery Prize Rules to expand on the Voucher Overview • Clarified that each participant may receive reimbursement for up to three VSPs • Voucher Process: <ul style="list-style-type: none"> • Removed “Phase II” from the title to include Phase III steps • Updated steps to align with other American-Made Challenges • Changed the statement of work deadline to 90 days after the announcement of Phase II winners • Clarified the period of performance for voucher work as 12 months, with potential for a no-cost extension as long as work is completed by the Phase III deadline • Voucher Use Policies: <ul style="list-style-type: none"> • Clarified that the minimum amount of work with any VSP must be \$10,000 • Updated the timeline based on the changes to the voucher process • Voucher Payments: <ul style="list-style-type: none"> • Added guidelines for working with NREL specifically to showcase one example • Updated timeline based on the changes to the voucher process • Appendixes: <ul style="list-style-type: none"> • Added Appendix A: Frequently Asked Questions • Added Appendixes B and C: Work with NREL.

INTRODUCTION

The [U.S. Department of Energy](#) (DOE), [Office of Energy Efficiency and Renewable Energy](#) (EERE), in partnership with the [National Renewable Energy Laboratory](#) (NREL), launched the Lithium-Ion Battery Recycling Prize to incentivize American innovators and businesses to find novel solutions to the challenges associated with the safe and economic *Collection, Separating and Sorting, Safe Storage and Transportation, and Reverse Logistics* of spent Lithium-Ion Batteries (LIBs) for eventual recycling.

As part of the overall American-Made Challenges: Lithium-Ion Battery Recycling Prize (Prize) in conjunction with NREL is bringing parties interested in supporting Phase II winners in this competition together under the American-Made Network. Included in the Network are entities that want to connect Phase II winners to the support they need to succeed, as well as entities that can offer services to Phase II winners to support their efforts.

This scalable approach to rapid product development not only provides innovators with cash prizes, but also activates incubators, investors, universities, 17 national laboratories, and others to help accelerate commercialization of American energy innovation. In addition to cash prizes and support from the Network, the program offers Phase II winners of the Prize non-cash prize awards¹ in the form of vouchers. These vouchers will allow Phase II winners to access tools, equipment, and expertise at national labs and private organizations.

This document provides details about how winners can use the vouchers. The intent of this voucher system is to allow Phase II winners of the Prize to leverage the capabilities of the national labs, approved organizations, and facilities to further develop the winners' concepts. NREL, as the Prize Administrator, will manage administrative activities related to vouchers.

VOUCHER OVERVIEW

The vouchers will allow winners from Phase II of the Prize to access tools, equipment, and expertise at national labs and approved organizations and facilities so that they may develop, test, and validate their innovative solutions.

Winners may have the opportunity to utilize vouchers at DOE's 17 national laboratories. Phase II participants will receive an overview of the laboratory capabilities, which details steps to redeem voucher services as well as select capabilities in battery recycling.

Winners may also use vouchers at approved organizations and/or facilities (e.g., fabrication, prototyping, manufacturing) provided that such organizations are on the approved list on the American-Made Challenges website. Any interested organization can apply to be added to the list of approved organizations at <https://americanmadechallenges.org/connect.html>. Details on how applications will be reviewed and approved are discussed below.

The DOE national labs, together with the approved organizations and facilities, are referred to as Voucher Service Providers (VSPs). VSPs may provide participants with:

- Access to hardware and development tools
- Access to national laboratories, universities, and private laboratories

¹ 15 U.S. Code § 3719 - Prize Competitions

- Specialized facilities with additive, reductive, and manufacturing support
- Testing and validation capabilities
- Other expert services that may be negotiated between the winners and the lab, organization, or facility.

Each participant may receive reimbursement for up to three VSPs (labs and non-labs included). The VSP partnerships identified in in the team’s Phase II Final Submission are the only VSP partners each team can work with in Phase III using VSP funds.

VOUCHER PROCESS

The process for vouchers issued under the Phase II Prize consists of the following steps designed to pair participants with the VSPs that are capable of providing valuable assistance for their specific projects. The process follows these steps:

1. **Initiate**—Phase II participants, as part of their submission package for the Phase II Concept Update, submit descriptions of their technical challenges in a two-page Technical Assistance Request (TAR).²
2. **Connect**— Throughout Phase II, participants will have opportunities to learn more about VSPs and how to connect with them. To facilitate these connections, the Prize Administrator will release the TARs to national labs, and VSP partners within the American Made Network.
3. **Match**—VSPs and Phase II participants contact each other, exchange ideas, and discuss scope and outcomes for using voucher funds.
4. **Decide & Propose**— Participants, based on discussions with VSPs, must include an overview of potential VSP partnerships in their Phase II submission. Proposed work with VSPs will be evaluated by the Prize Administrator as part of the Phase II submission package.
5. **Win & Statement of Work**— A draft statement of work (SOW) should be prepared with each VSP and submitted to the Prize Administrator at BatteryRecyclingPrize@nrel.gov within 28 days of the Phase II Winner Announcement. Phase II Winners will receive feedback from the Prize Administrator and will then finalize a SOW with the lab, organization, or facility they would like to work with. This statement of work must be finalized (including all negotiations with the VSP) no later than April 1, 2021. Failure to promptly comply with process requirements and have a negotiated SOW in place by this date may result in forfeit of the voucher.
6. **Contract**— Phase III participants are encouraged to initiate the voucher process by submitting their SOW draft to the Prize Administrator as soon as possible after Phase II Winner Announcement to avoid roadblocks due to the lengthy contracting process. The Prize Administrator will provide feedback on whether the SOW contains activities that qualify for voucher work. Once the approved SOW is in place, teams enter into a formal agreement with the VSP. The format of this agreement may be unique to each VSP. Qualified activities relate to work that is directly in alignment with progressing the solution or product and must adhere to the policies described in this document. Participants and VSPs can renegotiate the SOW and resubmit if they so choose, as participant needs may change over time.

² TAR is created by a participant as part of their submission and consists of a two-page description of the unique challenges and needs that a national lab, private facility, and/or member of the American-Made Network could potentially help resolve.

7. **Begin Work**— Once the agreement between the participant and VSP is in place, work can begin. The period of performance for all voucher work shall be 12 months or shall end on the date that Phase III submissions are due, whichever is shorter. The prize administrator will consider a no-cost time extension on a case-by-case basis for work that is scheduled to end before the Phase III Submission deadline. All work must be complete by the Phase III submission deadline. The VSPs will receive compensation in accordance with the payment process described below.

VOUCHER SERVICE PROVIDERS

VSPs are any of DOE's 17 national laboratories, as well as approved private organizations and facilities. Private organizations and facilities that would like to provide services to winners of the Phase II Prize can apply to be a VSP on the website (<https://americanmadechallenges.org/connect.html>). The following must be described:

- Description of services offered
- Website
- Location of business
- History of business
- Examples of success with previous customers in the area of services that the organization is offering here.

The Prize Administrator, at its sole discretion, determines whether non-national lab organizations may become an approved VSP. The Prize Administrator will review applications to become an approved VSP, which must establish, at a minimum, that:

- The entity is an incorporated U.S. business that has been in existence for at least 12 months at the time the application is submitted
- The entity has an active website that describes the organization's capabilities
- The entity offers capabilities, facilities, and services that are broadly available to interested parties
- The business entity has a history of success in producing, developing, testing, validating, prototyping, and manufacturing products and solutions.

VOUCHER USE POLICIES

The following terms specify the voucher use policy for the Phase II Prize:

- **Voucher Recipients**—Only Phase II winners will receive vouchers.
- **Maximum one-half with non-lab VSP**—A participant may use a maximum of one-half of their voucher (\$50,000) value at a non-national laboratory VSP and must use at least one-half of voucher funding (\$50,000) at one or more national labs. Voucher funds cannot be split between more than three entities for each voucher. The minimum amount of work with any VSP must be \$10,000.
- **Approved VSP**—Participants may use a voucher only at a DOE national lab or a VSP that is approved by the Prize Administrator and listed on the American-Made Challenges website. Vouchers are intended to enable participating teams to consult expertise outside of their own organization. Participating teams cannot select the leading business entity of their own team as a VSP. Participating teams may identify partnering entities and other team's leading businesses as VSPs if they have been approved to join the AMC network.
- **Allowable work**—All work conducted by the VSPs and funded through vouchers must be exclusively dedicated to advancing the participant's proposed solution in the Battery Recycling Prize. Additionally, funds

must be used for prototyping, developing, testing, or validating the innovation. When considering whether work will advance a particular solution, the Prize Administrator will look to tangible and measurable outcomes related to advancing the proposed solution. Costs of the work must be reasonable. No alcohol, food, travel, or other personal expenses will be allowed.

- **Best Value Due Diligence**—Participants are solely responsible for engaging national labs and approved VSPs and negotiating scopes of work under the voucher system. Participants must determine which VSPs they will work with and conduct their own due diligence to determine the best value of the technical assistance covered by the voucher. The Prize Administrator staff will not intervene, mediate, or negotiate on behalf of participants for the use of vouchers at any point in this program.
- **Responsibility**—It's the Phase II winner's sole responsibility to ensure that a facility selected is on the approved facility list on <https://americanmadechallenges.org> and that the Voucher SOW is in accordance with the guidelines herein. The participant shall make payments required by the non-lab VSPs at its own risk. The participant is also solely responsible for managing the process and the work products including any changes, delays, risks, conflicts, or disputes. The Prize Administrator will not be part of the contract or agreement between the participant and a non-national lab VSP nor will it be a guarantor of the technical outcomes, work products, or quality of the services offered by a non-national lab VSP. If, for whatever reason, the work is not completed, or a dispute arises between the participant and a VSP, resolution is entirely the responsibility of the participant. The Prize Administrator will not intervene or mediate in such cases and will not bear any costs for dispute resolution among the parties.
- **Protecting Innovation Intellectual Property (IP)**—When a Phase II winner is working with a non-national lab VSP, they are solely responsible for ensuring that the facility signs any relevant non-disclosure agreements to protect IP. The participant is also responsible for the payment associated with protecting IP, including any relevant patents.
- **IP-Related Restrictions**—There are some IP restrictions and controls if the voucher payments are processed through Memorandum Purchase Order (MPO) options. Review the full details in Section 6.
- **Arms-Length Transactions**—The relationship between a Phase II winner and a VSP should avoid actual conflicts of interest or the appearance of conflicts of interest. A participant and a VSP should act independently and should not have any relationship to each other beyond providing services. All parties must be acting in their own self-interest and not be subject to any pressure or duress from the other party.
- **Process Compliance**—All participants agree to adhere to the requirements contained in this document. Failure to follow these requirements may limit Phase II winners' ability to acquire voucher funds.
- **Use or Lose**—Phase II winners must submit Voucher Statements of Work for Prize Administrator review by April 1, 2021. Failure to do so may result in forfeiture of voucher funds. The period of performance for all voucher work shall be 12 months, or the remaining time before the Phase III submission deadline, whichever is shorter. For work that exceeds a 12-month period of performance but ends before the Phase III submission deadline, the prize administrator will consider a no-cost time extension on a case-by-case basis. The extension requests must be submitted to the Prize Administrator. All work must be complete by the Phase III submission deadline. Vouchers cannot be redeemed for cash and may not be transferred to other parties.
- **No-Cost Time Extension Request** – Phase II winners may submit a no-cost time extension request to the Prize Administrator should a change in VSP SOW result in a period of performance greater than 12 months and before the Phase III submission deadline. The request must be sent to the Prize Administrator at BatteryRecyclingPrize@nrel.gov and must include an updated SOW with tracked changes demonstrating the need for the extension and resulting period of performance updates.

VOUCHER PAYMENTS

Each VSP will follow its own process for contracts and agreements. The participant is responsible for negotiating contacts and agreements with their chosen VSP and ensuring Prize deadlines are considered. Reimbursement of funds will be made at the sole discretion of the Prize Administrator based on the following guidelines.

Work with NREL

To work with NREL, participants may be required to enter into a Cooperative Research & Development Agreement (CRADA). A signed CRADA gives the Phase III participant maximum collaborative flexibility with a national lab and allows additional private funds to be used to expand the SOW. It also defines ownership of any intellectual property developed during voucher-funded work as well as other specifics of the collaboration. In order to enter into a CRADA with NREL, the following documents must be completed:

- **Participant Data Sheet** – To be completed as soon as possible after winning the Phase II Prize, a completed Participant Data Sheet begins the collaboration process. A sample Participant Data Sheet can be found in Appendix B.
- **Joint Work Statement** – All projects must have a joint work statement (JWS) describing the proposed project scope to be covered with the voucher funds. A joint work statement template is included in Appendix C. The JWS should be developed collaboratively by the teams and the lab staff who will be conducting work for them and must include a budget for the proposed work. The JWS must be completed within 4 weeks after winning the Phase II Prize.
- **Signed CRADA** – Once the Participant Data Sheet and JWS are complete, NREL's Tech Transfer Office will have teams sign a CRADA. It is expected that the prize participant will accept the CRADA without any changes to the terms and conditions. The sample CRADA is found in Appendix D. However, depending on timing and what is required by the teams, there may be a delay in getting access to specific equipment or researchers. NREL will do its best to try to expedite requests from Battery Recycling Prize teams as much as possible. Once a CRADA is signed, the Prize Administrator will transfer funds directly to the NREL researcher for use.

NREL will host an informational webinar on CRADAs and partnerships with NREL prior to the Phase II Final Submission deadline.

Work with Other National Labs

When working with a national lab other than NREL, the participant must work directly with that lab to complete a draft SOW (Appendix E) and draft Sole Source Justification (SSJ) document (Appendix F) that should be submitted to the Prize Administrator at BatteryRecyclingPrize@nrel.gov within 28 days of the Phase II Winner Announcement and a final SOW and SSJ by April 1, 2021. These files must be submitted to the Prize Administrator (BatteryRecyclingPrize@nrel.gov) with indications of approval by both the participant and the national lab.

Once the Prize Administrator receives this SOW and SSJ, the Prize Administrator will work with the desired lab to complete a Memorandum Purchase Order (MPO). The Prize Administrator will directly transfer the allocated voucher funds to the selected lab to perform the work as specified in the MPO. Once the transfer occurs, the selected national lab must accept the funds to complete the transfer and set up the funding structure for the researchers. The actual timing for each lab funds transfer will depend on the individual labs, but the Prize Administrator will work closely with all selected labs to ensure a smooth and quick funds transfer process. The work under this MPO must be completed within the 12-month period of performance or the remaining time before

the Phase III submission deadline, whichever is shorter. For work that exceeds a 12-month period of performance but ends before the Phase III submission deadline, the prize administrator will consider a no-cost time extension on a case-by-case basis. If work under this MPO is not completed within the period of performance, the funds will be returned to the Prize Administrator.

Work with a Private Facility

Non-national lab voucher reimbursement process requirements:

- Phase II winners hoping to expend voucher funds with a non-lab VSP first negotiate a Voucher SOW and an itemized budget with a VSP. Then the participant must provide documentation of the agreed-upon SOW and the budget to the Prize Administrator. The Prize Administrator will review the application against the standards for work described in this document and may provide feedback and suggested changes to ensure that the SOW describes work that may be reimbursable. Prize Administrator feedback is not a guarantee that work performed by a non-lab VSP will be reimbursed. Once the work is completed, the Prize Administrator will conduct a review of the work and reimburse the Phase II winner in accordance with these guidelines.
- The work is then funded by the Phase II winner. The Phase II winner is also responsible for signing any relevant contracts or agreements with the non-national lab VSP. Once the work is complete, and the Phase II winner has paid the VSP, the Phase II winner may request reimbursement from the Prize Administrator. The Prize Administrator will review the work against the allowable work, evidence of the completed work, and evidence of payment and compare the invoice for expenses incurred against the planned budget and SOW. Submitting photos, videos, and other documentation is encouraged to help facilitate rapid review and reimbursement. The Prize Administrator will make a determination of whether the funds were expended in compliance with the voucher requirements. Reimbursement of funds will be made at the sole discretion of the Prize Administrator. The Prize Administrator will make only a single payment per non-lab VSP engaged by the Phase II winner. Requests for reimbursement must be made within 30 days of the Phase III submission deadline. Any remaining balance after all valid voucher invoices are approved will be returned to the NREL prize account.

APPENDIX A – FREQUENTLY ASKED QUESTIONS

How do I know which national lab to work with?

Throughout Phase II of the competition, participants will have multiple opportunities to learn more about the national labs and other VSPs, including Demo Day, future webinars, and the “National Labs Overview” fact sheet. If you learn of a capability that meets your needs, reach out to the listed Voucher Representative.

How many different labs or facilities can I work with?

You can split your voucher a maximum of three ways. At least one-half (\$50,000) must be spent at national lab. The minimum amount spent with any lab or facility is \$10,000

When do I have to decide where I’m going to redeem my voucher?

In your Phase II Submission, you must include a voucher overview that outlines which lab/facility you plan work with, the Principle Investigator, and an overview of the work proposed. Your Phase II Submission must be your final decision on how you will redeem your voucher.

How long do I have to use my voucher?

The period of performance for all voucher work is 12 months, with potential for a no-cost time extension on a case-by-case basis. All work must be complete by the Phase III submission deadline.

APPENDIX B – WORK WITH NREL PARTICIPANT DATA SHEET

NREL is a U.S. Department of Energy owned laboratory. The information given below is for informational purposes only.

1.0 POINTS OF CONTACT. Identify specific points of contact (POCs) within your company.		
Company name:		
Technical POC. Please identify the technical POC within your company with whom NREL’s technical staff will work.		
Name:		
Business address:		Email:
City:	State:	Country:
Zip/postal code:	Phone:	Fax:
Business POC. This agreement is likely to involve the negotiation of business terms and conditions between your company and NREL. Please identify the POC within your company who will negotiate these business issues.		
Name:		
Express mail address:		Email:
City:	State:	Country:
Zip/postal code:	Phone:	Fax:
2.0 EMPLOYEE HISTORY. Are any employees, consultants, or contractors to the company listed in Section 1.0, who are involved in negotiating this agreement or working on the project, either current or recent (“recent” meaning within the last two years):		
Current Recent No	NREL employees?	
Current Recent No	Department of Energy employees?	
For “Current” or “Recent” responses, identify the individual(s) and their associations.		
3.0 BUSINESS CATEGORIZATION. The company identified in Section 1.0 is (check all that apply)		
<p>A small business (less than 500 employees) pursuant to 15 U.S.C. 632(a), Small Business Regulations. Provide the NAICS number if one has been assigned to the company.</p> <p>A large business (500 or more employees)</p> <p>A non-profit organization or business under the Internal Revenue Code Sections 501 or 503</p> <p>Other. Describe.</p>		
4.0 COUNTRY INFORMATION. The company listed in Section 1.0 is:		
A U.S.-owned business	A non-U.S.-owned business	State of incorporation:
A U.S.-controlled business	Controlled by a non-U.S. entity	Country of incorporation:

- A multi-national company (i.e., U.S.-owned with foreign research and/or manufacturing facilities).
If this box is checked, does the company have operations in the United States?
- Yes
 No

5.0 INTELLECTUAL PROPERTY

<input type="checkbox"/> Yes <input type="checkbox"/> No	Are any participant employees or outside individuals, who will have direct or indirect access to the information that may be generated or supplied by NREL, foreign nationals? If so, provide the following information on these individuals.		
	Name	Country of Citizenship	Green Card Holder? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Name	Country of Citizenship	Green Card Holder? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Name	Country of Citizenship	Green Card Holder? <input type="checkbox"/> Yes <input type="checkbox"/> No
	Name	Country of Citizenship	Green Card Holder? <input type="checkbox"/> Yes <input type="checkbox"/> No

6.0 ELIGIBILITY

- Yes
 No
- Is the company listed in Section 1.0 debarred, suspended, or an ineligible contractor as defined in the Federal Acquisition Regulation 9.4?

7.0 RELEASE OF INFORMATION

- Yes
 No
- Do you agree to allow NREL to release your company name in a public forum such as a press release or NREL's Web site?
- Yes
 No
- Do you agree to allow NREL to identify the value of the agreement in a public forum such as a press release or NREL's Web site?
- Yes
 No
- Are you willing to work with NREL to create a communication, such as a press release, that both parties can use?

8.0 SIGNATURE. I hereby represent that the above information may be used for purposes of entering into the proposed agreement.

Printed Name

Signature

Title

Date

APPENDIX C – WORK WITH NREL

JOINT WORK STATEMENT

Title:

Abstract of CRADA work:

Participant Name and Address: To be completed for each partner

Name:

Address:

City, State Zip Code:

Phone number:

Email:

Participant Type

Small Business []

Large Business []

Schedule

The Period of Performance for this effort is 12 months.

Purpose

Statement of Work

Task Descriptions

The Participant will:

Task 1: The Participant will participate in a monthly check-in with the NREL Principal Investigator. If a check-in meeting is missed two months in a row, the Lithium-Ion Battery Recycling Prize Administrator may cancel the agreement.

Task 2:

Task 3:

Etc.

NREL will:

Technical and business support provided by NREL to develop finalist concepts in advance of Demo Day events. The technical advisement will include:

Task 1.

Task 2.

Task 3:

Etc.

Task x: The Principal Investigator agrees to provide the following to DOE Office of Scientific and Technical Information (OSTI): (1) an initial abstract suitable for public release at the time the CRADA is executed; (2) a final report, within thirty (30) days upon completion or termination of this CRADA, to include a list of Subject Inventions; and (3) other scientific and technical information in any format or medium that is produced as a result of this CRADA.

Schedule of deliverables and Estimated Completion Dates:

:

Participant:	Dates:
1.	
2.	
3.	
NREL:	Dates:
1.	
2.	
3.	

Funding Table

Estimated Costs	4. NREL Shared Resources	5. Participant Shared Resources	6. Participant Funds In	7. Totals
Year 1	\$ 00.00	\$ 00.00		\$ 00.00
TOTALS	\$ 00.00	\$ 00.00		\$ 00.00

APPENDIX D

I. AMERICAN-MADE CHALLENGES VOUCHER PROGRAM COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENT (hereinafter "CRADA") NO.

BETWEEN

_____, Operator of

Laboratory
under its U.S. Department of Energy Contract No.
Address
City, State ZIP

II. (hereinafter "Contractor") AND

Company Name
Address
City, State ZIP

III. (hereinafter "Participant")

both being hereinafter jointly referred to as the "Parties."

Task Title:

Field of Use:

ARTICLE I: DEFINITIONS

- A. "Government" means the United States of America and agencies thereof.
- B. "DOE" means the Department of Energy, an agency of the United States of America.
- C. "Contracting Officer" means the DOE employee administering the Contractor's DOE contract.
- D. "Generated Information" means information produced in the performance of this CRADA.
- E. "Proprietary Information" means information which is developed at private expense outside of this CRADA, is marked as Proprietary Information, and embodies (i) trade secrets or (ii) commercial or financial information which is considered privileged or confidential under the Freedom of Information Act (5 USC 552 (b)(4)).
- F. "Protected CRADA Information" means Generated Information which is marked as being Protected CRADA Information by a Party to this CRADA and which would have been Proprietary Information had it been obtained from a non-federal entity.
- G. "Subject Invention" means any invention of the Contractor or Participant conceived of or first actually reduced to practice in the performance of work under this CRADA.

"Intellectual Property" means patents, trademarks, copyrights, mask works, Protected CRADA Information and other forms of comparable property rights protected by Federal law and other foreign counterparts.

- H. "Background Intellectual Property" means the Intellectual Property, if any, identified by the Parties in an Appendix titled "Background Intellectual Property", which was in existence prior to or is first produced outside of this CRADA, except that in the case of inventions in those identified items, the inventions must have been conceived outside of this CRADA and not first actually reduced to practice under this CRADA to qualify as Background Intellectual Property.

IV. ARTICLE II: STATEMENT OF WORK, TERM, FUNDING AND COSTS

- A. Annex A is the Statement of Work.
- B. Notices: The names, postal addresses, telephone and email addresses for the Parties are provided in the Statement of Work. Any communications required by this CRADA, if given by postage prepaid first class U.S. Mail or other verifiable means addressed to the Party to receive the communication, shall be deemed made as of the day of receipt of such communication by the addressee, or on the date given if by email. Address changes shall be made by written notice and shall be effective thereafter. All such communications, to be considered effective, shall include the number of this CRADA.
- C. The effective date of this CRADA shall be the latter date of (1) the date on which it is signed by the last of the Parties or (2) the date on which it is approved by DOE. The work to be performed under this CRADA shall be completed within _____ months/years from the effective date.
- D. The Participant's estimated contribution is \$_____, which includes \$_____ funds-in. The Government's estimated contribution, which is provided through Contractor's contract with DOE, is \$_____, subject to available funding.
- E. [Reserve paragraph if Participant is not providing funding to Contractor.] For CRADAs that include (non-Federal) funding on a funds-in basis, the Participant shall provide Contractor, prior to any work from being performed, a budgetary resource sufficient to cover the anticipated work that will be performed during the first billing cycle. In addition, the Participant shall provide sixty (60) days of additional funding to ensure that funds remain available for project during subsequent billing cycles. Failure of Participant to provide the necessary advance funding is cause for termination of this CRADA in accordance with the Termination article of this CRADA. A billing cycle is the period of time between billings, usually thirty (30) days. The billing cycle is complete when the customer is billed for services rendered.

V. ARTICLE III: PERSONAL PROPERTY

All tangible personal property produced or acquired under this CRADA shall become the property of the Participant or the Government, depending upon whose funds were used to obtain it unless identified in the Statement of Work as being owned by the other Party.

Personal property shall be disposed of as directed by the owner at the owner's expense.

All jointly funded property shall be owned by the Government. The Participant shall maintain records of receipts, expenditures, and the disposition of all Government property in its custody related to the CRADA.

VI. ARTICLE IV: DISCLAIMER

THE GOVERNMENT, THE PARTICIPANT, AND THE CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS CRADA, OR THE OWNERSHIP, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT. NEITHER THE GOVERNMENT, THE PARTICIPANT, NOR THE CONTRACTOR SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS CRADA.

VII. ARTICLE V: PRODUCT LIABILITY

Except for any liability resulting from any negligent acts, or willful misconduct or omissions of Contractor or Government, Participant agrees to hold harmless the Government and the Contractor for all damages, cost and expenses, including attorney's fees, arising from personal injury or property damage as a result of the making, using, or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees, which was derived from the work performed under this CRADA.

VIII. ARTICLE VI: RIGHTS TO SUBJECT INVENTIONS

Wherein DOE has granted the Participant and the Contractor the right to elect to retain title to their respective Subject Inventions.

- A. Each Party shall have the first option to elect to retain title to any of its Subject Inventions and that election shall be made: (1) for the Participant, within 12 months of disclosure of the Subject Invention to DOE or (2) for the Contractor, within the time period specified in its prime contract for electing to retain title to Subject Inventions. However, such election shall occur not later than 60 days prior to the time when any statutory bar might foreclose filing of a U.S. Patent application. The electing Party has one year to file a patent application after such election unless any statutory bar exists. If a Party elects not to retain title to any of its Subject Inventions or fails to timely file a patent application, the other Party shall have the second option to elect to obtain title to such Subject Invention within the time period specified in paragraph B below. For Subject Inventions that are joint Subject Inventions of the Contractor and the Participant, title to such Subject Inventions shall be jointly owned by the Contractor and the Participant.
- B. The Parties agree to assign to DOE, as requested by DOE, the entire right, title and interest in any country to each Subject Invention where the Parties (1) do not elect pursuant to this article to retain/obtain such rights, or (2) elect to retain/obtain title to a Subject Invention but

fail to have a patent application filed in that country on the Subject Invention or decide not to continue prosecution or not to pay any maintenance fees covering the Subject Invention. If DOE is granted a patent on Participant's Subject Invention, the Participant may request a non-exclusive license and DOE will determine whether to grant such license pursuant to statutory authority.

- C. The Parties acknowledge that the Government retains a nonexclusive, nontransferable, irrevocable, paid-up license to practice or to have practiced for or on behalf of the United States every Subject Invention under this CRADA throughout the world. The Parties agree to execute a Confirmatory License to affirm the Government's retained license.
- D. The Parties agree to disclose to each other each Subject Invention which may be patentable or otherwise protectable under U.S. patent law. The Parties agree that the Contractor and the Participant will disclose their respective Subject Inventions to DOE and each other within two (2) months after the inventor first discloses the Subject Invention in writing to the person(s) responsible for patent matters of the disclosing Party.

These disclosures should be in sufficiently complete technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, and operation of the Subject Invention. The disclosure shall also identify any known actual or potential statutory bars, e.g., printed publications describing the Subject Invention or the public use or "on sale" of the Subject Invention. The Parties further agree to disclose to each other any subsequently known actual or potential statutory bar that occurs for a Subject Invention disclosed but for which a patent application has not been filed. All Subject Invention disclosures shall be marked as confidential under 35 U.S.C. 205.

- E. The Parties agree to include within the beginning of the specification of any U.S. patent applications and any patent issuing thereon (including non-U.S. patents) covering a Subject Invention, the following statement: "This invention was made under a CRADA (identify CRADA number) between (name the Participant) and (name the laboratory) operated for the United States Department of Energy. The Government has certain rights in this invention."
- F. The Parties acknowledge that DOE has certain march-in rights to any Subject Inventions in accordance with 48 CFR 27.304-1(g) and 15 U.S.C. 3710a(b)(1)(B) and (C).
- G. The Participant shall, at a minimum, retain a paid-up, royalty-free, nonexclusive, non-transferable, license without the right to sublicense, in a limited Field of Use as specified on the first page of this CRADA for any Subject Invention in which the Contractor retains title.

After four (4) years from the end of this CRADA, the Participant license may be revoked or modified by the Contractor to extent necessary to achieve expeditious practical application of the Subject Invention pursuant to an application for an exclusive license by a third party. The Participant license will not be revoked in any field of use or the geographical areas in which the Participant has achieved practical application and continues to make the benefits of the Subject Invention reasonably accessible to the public.

Before revocation or modification of the license, the Contractor will furnish the Participant a written notice of its intention to revoke or modify the license, and the Participant will be allowed thirty (30) days after the notice to show cause why the license should not be revoked or modified. The Participant has the right to appeal to DOE any decision concerning the revocation or modification of its license.

Notwithstanding the license above, the Contractor has sole discretion on whether to exercise any of its rights under this Article including the right to elect to retain title to any of its Subject Inventions and whether and where to pursue patent protection for any of its Subject Inventions.

In addition to the above nonexclusive license, for each Subject Invention of the Contractor, the Participant has the option for six (6) months from the date that the Subject Invention was disclosed to the Participant to choose an exclusive license, for reasonable compensation, in the limited Field of Use as specified on the first page of this CRADA to the Subject Invention.

IX. ARTICLE VII: RIGHTS IN DATA

- A. The Parties agree that they shall have no obligations of nondisclosure or limitations on their use of, and the Government shall have unlimited rights in, all Generated Information produced and information provided by the Parties under this CRADA, except for restrictions and copyright on data provided for in this Article or data disclosed in a Subject Invention disclosure being considered for Patent protection.
- B. PROPRIETARY INFORMATION: Each Party agrees to not disclose Proprietary Information provided by the other Party to anyone other than the Participant, Contractor and its subcontractors (if any) performing work under this CRADA without written approval of the providing Party, except to Government employees who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 U.S.C. 1905). Government employees shall not be required to sign non-disclosure agreements due to the provisions of the above-cited statute.

If Proprietary Information is orally disclosed to a Party, it shall be identified as such, orally, at the time of disclosure and confirmed in a written summary thereof, appropriately marked by the disclosing Party, within ten (10) days as being Proprietary Information.

All Proprietary Information shall be protected for a period of five (5) years from the effective date of this CRADA, unless such Proprietary Information becomes publicly known without the fault of the recipient, shall come into recipient's possession without breach by the recipient of any of the obligations set forth herein, can be demonstrated by the recipient by written record that it is known prior to receipt from disclosing party, is disclosed by operation of law, or is independently developed by recipient's employees who did not have access to such Proprietary Information.

Proprietary Information in tangible form shall be returned to the disclosing Party or

destroyed with a certificate of destruction submitted to the disclosing Party upon termination or expiration of this CRADA, or during the term of this CRADA upon request by the disclosing Party. Notwithstanding the foregoing destruction of copies shall not extend to archival copies maintained in computer system backup files, permanent business records, or as may otherwise be required by receiving Party's internal document retention policies.

- C. PROTECTED CRADA INFORMATION: Each Party may designate and mark as Protected CRADA Information any Generated Information produced by its employees, which meets the definition in Article I and, with the agreement of the other Party, so designate any Generated Information produced by the other Party's employees which meets the definition in Article I. All such designated Protected CRADA Information shall be appropriately marked.

For a period of five (5) years from the date Protected CRADA Information is produced, the Parties agree not to further disclose such information and to use the same degree of care and discretion, but no less than reasonable care and discretion, to avoid disclosure, publication or dissemination of such information to a third party, as the Party employs for similar protection of its own information which it does not desire to disclose, publish, or disseminate except:

- (1) as necessary to perform this CRADA;
- (2) as published in a patent application or an issued patent before the protection period expires;
- (3) as provided in Article X [REPORTS AND ABSTRACTS];
- (4) as requested by the DOE Contracting Officer to be provided to other DOE facilities for use only at those DOE facilities solely for Government use only with the same protection in place and marked accordingly.
- (5) to existing or potential licensees, affiliates, customers, or suppliers of the Parties in support of commercialization of the technology with the same protection in place. Disclosure of the Participant's Protected CRADA Information under this subparagraph shall only be done with the Participant's consent; or
- (6) as mutually agreed to by the Parties in advance.

The obligations of this paragraph shall end sooner for any Protected CRADA Information which shall become publicly known without fault of either Party, shall come into a Party's possession without breach by that Party of the obligations of paragraph above, or shall be independently developed by a Party's employees who did not have access to the Protected CRADA Information. Federal Government employees who are subject to 18 USC 1905 may have access to Protected CRADA Information and shall not be required to sign non-disclosure agreements due to the provisions of the statute.

COPYRIGHT: The Parties may assert copyright in any of their respective Generated Information.

The Parties hereby acknowledge that the Government or others acting on its behalf shall retain a nonexclusive, royalty-free, worldwide, irrevocable, non-transferable license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government, all copyrightable works produced in the performance of this CRADA, subject to the restrictions this CRADA places on publication of Proprietary Information and Protected CRADA Information.

When a Party writes computer software produced in the performance of this CRADA, the Party will provide the source code, object code, and expanded abstract, and the minimum support documentation needed by a competent user to understand and use the software to DOE's Energy Science and Technology Software Center (ESTSC) via www.osti.gov/estsc. The Party shall inform ESTSC when it abandons or no longer commercializes the computer software. Until such notice to ESTSC, the Government has for itself and others acting on its behalf, a royalty-free, nontransferable, nonexclusive, irrevocable worldwide copyright license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government (narrow license) After the Party owning the Computer Software abandons or no longer commercializes the Computer Software, the Government has for itself and others acting on its behalf, a royalty-free, nontransferable, nonexclusive, irrevocable worldwide copyright license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. (broad license)

The Participant shall, at a minimum, retain a paid-up, royalty-free, nonexclusive, non-transferable, license without the right to sublicense, in a limited Field of Use as specified on the first page of this CRADA to reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly any computer software produced in the performance of this CRADA by the Contractor. This license may be revoked or modified under the same conditions and process as the license for Contractor's Subject Inventions in Article VI(G) of this CRADA.

The Parties agree to place Copyright and other notices, as appropriate for the protection of Copyright, in human-readable form onto all physical media, and in digitally encoded form in the header of machine-readable information recorded on such media such that the notice will appear in human-readable form when the digital data are off loaded or the data are accessed for display or printout.

X. ARTICLE VIII: U.S. COMPETITIVENESS

The Parties agree that a purpose of this CRADA is to provide substantial benefit to the U.S. economy.

A. In exchange for the benefits received under this CRADA, the Participant therefore agrees to the following:

1. Products embodying Intellectual Property developed under this CRADA shall be

substantially manufactured in the United States, and

2. Processes, services, and improvements thereof which are covered by Intellectual Property developed under this CRADA shall be incorporated into the Participant's manufacturing facilities in the United States either prior to or simultaneously with implementation outside the United States. Such processes, services, and improvements, when implemented outside the United States, shall not result in reduction of the use of the same processes, services, or improvements in the United States.

- B. The Contractor agrees to a U.S. Industrial Competitiveness clause in accordance with its prime contract with respect to any licensing and assignments of its Intellectual Property arising from this CRADA, except that any licensing or assignment of its intellectual property rights to the Participant shall be in accordance with the terms of paragraph A of this Article.

XI. ARTICLE IX: EXPORT CONTROL

EACH PARTY IS RESPONSIBLE FOR ITS OWN COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS. EXPORT LICENSES OR OTHER AUTHORIZATIONS FROM THE U.S. GOVERNMENT MAY BE REQUIRED FOR THE EXPORT OF GOODS, TECHNICAL DATA OR SERVICES UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT EXPORT CONTROL REQUIREMENTS MAY CHANGE AND THAT THE EXPORT OF GOODS, TECHNICAL DATA OR SERVICES FROM THE U.S. WITHOUT AN EXPORT LICENSE OR OTHER APPROPRIATE GOVERNMENTAL AUTHORIZATION MAY RESULT IN CRIMINAL LIABILITY.

XII. ARTICLE X: REPORTS AND ABSTRACTS

The Parties agree to produce the following deliverables: an initial abstract suitable for public release; and a final report, to include a list of Subject Inventions. It is understood that the Contractor has the responsibility to provide this information at the time of its completion to the DOE Office of Scientific and Technical Information. The Participant agrees to provide the above information to the Contractor to enable full compliance with this Article.

The Parties agree to submit, for a period of five years from the expiration of this CRADA and, upon request of DOE, a non-proprietary report no more frequently than annually on the efforts to utilize any Intellectual Property arising under the CRADA.

The Parties agree that neither will use the name of the other Party or its employees in any promotional activity, such as advertisements, with reference to any product or service resulting from this CRADA, without prior written approval of the other Party..

XIII. ARTICLE XI: FORCE MAJEURE

No failure or omission by the Contractor or the Participant in the performance of any obligation under this CRADA shall be deemed a breach of this CRADA or create any liability if the same shall arise from any cause or causes beyond the control of the Contractor or the Participant, including but not limited to the following, which, for the

purpose of this CRADA, shall be regarded as beyond the control of the Party in question: Acts of God, acts or omissions of any government or agency thereof, compliance with requirements, rules, regulations, or orders of any governmental authority or any office, department, agency, or instrumentality thereof, fire, storm, flood, earthquake, accident, acts of the public enemy, war, rebellion, insurrection, riot, sabotage, invasion, quarantine, restriction, transportation embargoes, or failures or delays in transportation.

XIV. ARTICLE XII: DISPUTES

The Parties shall attempt to jointly resolve all disputes arising from this CRADA. In the event a dispute arises under this CRADA, the Participant is encouraged to contact Contractor's Technology Partnership Ombudsman in order to further resolve such dispute before pursuing third-party mediation or other remedies. If the Parties are unable to jointly resolve a dispute within a reasonable period of time, they agree to submit the dispute to a third-party mediation process that is mutually agreed upon by the Parties. To the extent that there is no applicable U.S. Federal law, this CRADA and performance thereunder shall be governed by the laws of the State of Colorado, without reference to that state's conflict of laws provisions.

XV. ARTICLE XIII: ENTIRE CRADA, MODIFICATIONS AND TERMINATION

This CRADA with its annexes contains the entire agreement between the Parties in performing the research described in the Statement of Work (Annex A) and becomes effective on the later date of either the date the last Party signs the document or receipt of advance funding, if any. Any agreement to materially change any terms or conditions of the CRADA and annexes shall be valid only if the change is made in writing, executed by the Parties hereto, and approved by DOE.

The Contractor enters into this CRADA under the authority of its prime contract with DOE. The Contractor is authorized to and will administer this CRADA in all respects unless otherwise specifically provided for herein. Administration of this CRADA may be transferred from the Contractor to DOE or its designee with notice of such transfer to the Participant, and the Contractor shall have no further responsibilities except for the confidentiality, use and/or nondisclosure obligations of this CRADA.

This CRADA may be terminated by either Party with thirty (30) days written notice to the other Party. If Article II provides for advance funding, this CRADA may also be terminated by the Contractor in the event of failure by the Participant to provide the necessary advance funding. Each Party will be responsible for its own costs arising out of or as a result of this termination. The obligations of any clause of this CRADA that were intended to survive the expiration of the period of performance, for example, confidentiality, use and/or non-disclosure obligations, shall also survive any termination of this CRADA.

XVI. ARTICLE XIV: BACKGROUND INTELLECTUAL PROPERTY

Each Party may use the other Party's Background Intellectual Property identified in an Annex to this CRADA solely in performance of research under the Statement of Work. This CRADA does not grant to either Party any option, grant, or license to commercialize, or otherwise use the other Party's Background Intellectual Property. Licensing of Background Intellectual Property, if agreed to by the Parties, shall be the subject of separate licensing agreements between the

Parties. Each Party has used reasonable efforts to list all relevant Background Intellectual Property, but Background Intellectual Property may exist that is not identified. Neither Party shall be liable to the other Party because of failure to list Background Intellectual Property.

FOR CONTRACTOR:

FOR PARTICIPANT:

BY _____

BY _____

TITLE _____

TITLE _____

DATE _____

DATE _____

APPENDIX E – STATEMENT OF WORK

STATEMENT OF WORK "(Title of the Project)"

VOUCHER SERVICE PROVIDER:

BATTERY RECYCLING PRIZE TEAM NAME:

*(Date of the Statement of Work)

1.0 BACKGROUND

This work is to be conducted in support of the American-Made Challenges Lithium-Ion Battery Recycling Prize. The intent is to connect Phase II winners with Voucher Service Providers that can help accelerate the development of innovative solutions and products. Teams who have won the Phase II Prize are eligible to utilize vouchers at national laboratories to advance their ideas.

2.0 OBJECTIVE (provide the specific objective)

Provide information relating to what you're hoping will be able to accomplish with the help that this VSP will be performing in this scope of work. This should be specific to the goals of the subcontract in the context of the Prize. Do not put specific contract requirements here.

3.0 SCOPE OF WORK (describe the scope of work)

To meet the objective, the scope of the work the VSP shall perform will fall within the following areas:

- 3.1 The VSP shall be responsible for providing... *In this section, provide information that describes the 'umbrella' vision of the work they will perform. This is not the area to describe specific tasks, but rather in general - what is this VSP expected to do programmatically to meet the team's objective? This section creates the boundaries of what the VSP is expected to accomplish for the team. This section may also explain resources, interrelationships (e.g., amongst team partners), and any constraints, limitations, or risks. If there are option period or phases, the scope for each period or phase should be identified.*
- 3.2 The VSP shall be responsible for providing...
- 3.3 The VSP shall be responsible for providing...

4.0 TASKS (high level description of the tasks to be performed)

- 4.1 Task #1- The VSP shall... [In this section, provide detailed information that describes the specific work that the VSP will perform. This should correlate to the deliverables section below, but in this area, the focus is on the work to be performed rather than the item they will produce. If there are option periods or phases, the tasks for each period

or phase must be defined. If there are milestones, they can be included in the tasks, or a separate Milestones section can be added, and the subsequent sections renumbered.

4.2 Task #2- The VSP shall...

4.3 Task #2- The VSP shall...

5.0 REVIEW MEETINGS AND TRAVEL REQUIREMENTS (if required)

Provide any required review meetings (virtual or in person), including the frequency, total number of meetings, duration, location (if not virtual), and participants.

6.0 DELIVERABLES (describe the agreed upon deliverables)

In this section, describe exactly what you expect the VSP will provide, including reporting requirements, and when (either a date or frequency is acceptable, but rather than an actual date, dates relative to the award date are recommended, e.g. "One month from subcontract execution", because the actual execution date of the subcontract is not known and may be later than estimated.)

Each deliverable should relate to a task or tasks in Section 4.0. The table below is a suggested format for listing deliverables. If there are option periods or phases, a column can be added to indicate the option period or phase number in which the deliverable is due, or separate tables can be used for each option period or phase.

The VSP shall provide the following deliverables by the due date as indicated:

Deliverable No.	Associated Task(s) No.	Deliverable Description	Due Date
6.1			
6.2			
6.3			
6.4			
6.5			
6.6			
6.7			

[The following types of Deliverables are provided as samples, Please add those needed to the list of deliverables (in table above or similar format.)]

Weekly Highlights Report: The VSP shall provide to participants in electronic format, i.e., a brief (1-2 page) description of actions or events. This shall include significant technical developments, key decisions resulting from a meeting or review, or other items of interest to the participants.

Monthly Technical Progress Report: The VSP shall prepare and submit to participants by the *** day of each month a technical progress report. This report shall communicate an assessment of VSP status, explain variances and problems, report accomplishment of performance milestones and/or deliverables, and discuss any other areas of concern or achievement.

Final Technical Report: The VSP shall prepare and submit to participants a final technical report, both in draft and final version. The draft version shall be due *** days prior to the completion date of the subcontract. Participants will have *** days to review the draft version and provide written comments to the VSP. The VSP shall make any corrections or revisions per the participant's written comments no later than the period of performance end date and submit the final version to participants with a reproducible master.

7.0 BUDGET (provide an itemized budget in support of the work mentioned above)

Note – for Phase III, winning teams can utilize up to \$100K worth of vouchers at a national laboratory. They may also choose to split the funding between various laboratories. The budget submission must not exceed \$100K.

8.0 SCHEDULE (provide a project schedule)

APPENDIX F – SOLE SOURCE JUSTIFICATION

This information supports the contract requirements of non-NREL national laboratory VSPs.

I. DESCRIPTION OF SUPPLIES, EQUIPMENT, OR SERVICES TO BE PROCURED

Provide a brief, non-technical description of the work effort or supplies/equipment. Include significant or specialized character of the work effort or characteristics of the supplies/equipment.

II. PROCUREMENT HISTORY, LONG-RANGE PROCUREMENT OBJECTIVES, AND MARKET RESEARCH

Provide a brief statement of the technical and procurement background of the supplies or services being procured.

Provide a description of the market research conducted and what actions have been taken to develop competition and, if possible, eliminate a non-competitive situation in future procurements of the required supplies/equipment or services. Provide documentation of market research conducted or an explanation describing why market research was not conducted.

III. SCHEDULE REQUIREMENTS

Provide a brief statement for establishing the schedule requirements of the work effort or necessary delivery date for the supplies/equipment. Explain the urgency, if applicable, of the schedule and why only the proposed source can meet this schedule. If appropriate, describe what significant cost savings or other benefits could result in keeping the proposed schedule. If no urgency exists, state so.

IV. JUSTIFICATION

A detailed explanation is required to support the selected justification below. Supporting documentation may also be required. Attach documentation and use additional sheets, as necessary.