

Sample Subrecipient Agreement Attachment 8

Containing: CALSTART Sample Subrecipient Agreement

Subject to Modification

POWER

FORWARD

Subrecipient Agreement

between CALSTART, Inc.

and

[Sample Recipient 1]

Subject to Modification

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- A. Scope of Work
- B. Schedule of Products
- C. Budget
- D. Contact List

Subject to Modification

Subrecipient Agreement 0000000-R##

This Subrecipient Agreement, including all documents incorporated by reference herein (the "Agreement") is made and entered into by and between CALSTART, Inc., a California non-profit public benefit corporation, with its headquarters at 48 S. Chester Ave., Pasadena, CA 91106 ("CALSTART"), and **[Sample Recipient 1]**, with its headquarters at **[Address]**, ("Subrecipient"). Collectively, CALSTART and Subrecipient will be referred to as "Parties".

RECITALS

WHEREAS, CALSTART is a non-profit corporation seeking to create jobs, clean the air, and improve America's global competitiveness through the establishment of an advanced transportation industry; AND

WHEREAS, CALSTART's goal is to facilitate adoption efforts in advanced transportation, in order to (1) encourage clean, efficient transportation to improve environmental quality; (2) create jobs and otherwise stimulate the regional and national economy; (3) develop and refine technology which will permit the widespread use of clean fuel vehicles and other advanced transportation technologies; and (4) facilitate the conversion of highly technical aerospace and defense labor force to advanced transportation efforts; AND

WHEREAS, CALSTART has entered into Agreement ZVI-22-035 "PowerForward" (the "Project"), incorporated hereto by reference, with the California Energy Commission (CEC) on April 28, 2023, to assist the CEC in performing the Project, including the subcontracting with project partners such as **[Sample Recipient 1]** on behalf of CEC; AND

WHEREAS, the Subrecipient is willing and able to assist CALSTART in accordance with the terms and conditions set forth herein; AND

WHEREAS, the Parties desire to set forth the terms and conditions under which the Subrecipient will participate in the Project; AND

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties agree as follows:

1. TERM

The term of this Agreement shall commence, after the Agreement is fully executed, with an effective date of _____, and shall terminate on _____ unless sooner terminated as provided for in Article 17 herein or amended by mutual written agreement of both Parties.

2. DESCRIPTION OF SERVICES AND FUNDING

Subrecipient shall provide services as set forth in the Statement of Work, attached hereto as Exhibit A, and made a part hereof (the "Services"). The Subrecipient is awarded an amount not to exceed _____ and no/100 dollars (\$###,###) under this Cost Reimbursement Agreement for the completion of the Services set forth in Exhibit A – Scope of Work.

3. AGREEMENT ADMINISTRATION

Notwithstanding any other provisions of this Agreement or any document referenced herein, CALSTART's Chief Executive Officer/President or Chief Financial Officer are the only individuals authorized to make changes in or redirect the Services. Where CALSTART's approval is required under the terms of this Agreement, it shall be construed to mean the approval of the Chief Executive Officer/President or the Chief Financial Officer. In the event the Subrecipient effects any change at the direction of any other person, the change will be considered as having been made without authority and no adjustment will be made in the Agreement cost or schedule as a result thereof. No agreement or understanding will be binding on either party unless made in writing and signed by an authorized representative of both Parties.

4. DOCUMENTS INCORPORATED BY REFERENCE

This Agreement incorporates by reference California Energy Commission (Energy Commission) Grant Number ZVI-22-035 as if included verbatim. Unless otherwise specified, all requirements imposed on CALSTART by the flow down clauses shall also apply to the Subrecipient as it applies to the Services.

Other documents incorporated include:

- 1) 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.).
- 2) 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants).
- 3) 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance.
- 4) Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement.

5. ORDER OF PRECEDENCE

In case of conflict between or among the terms of this Agreement and the document(s) incorporated by reference, the provisions of the following documents shall take precedence in the following order: 1) California Energy Commission Grant Number ZVI-22-035, 2) this Agreement and future amendments thereto, 3) Exhibits to this Agreement.

6. EXHIBITS

The Exhibits to this Agreement shall be construed as an integral part of the Agreement.

7. SUBRECIPIENT RELATIONSHIP

Subrecipient agrees to act in an independent capacity as an independent contractor in conducting its activities, operations and programs funded by this Agreement. CALSTART shall not be deemed an agent, partner of, or in association or affiliation with Subrecipient in any capacity or relationship other than a mere conduit of funds for conducting authorized programs and as an administrator of rules and regulations pertaining to the expenditure of such funds in furtherance of CALSTART's projects as provided by this Agreement.

8. ASSIGNMENT

Subrecipient shall not assign any of its rights, duties, or interest in whole or in part, in this Agreement without the express prior written consent of CALSTART.

9. STANDARD OF PERFORMANCE

Subrecipients and their employees, in the performance of Subrecipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Subrecipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by Project Manager, shall be borne in total by Subrecipient and not CALSTART. The failure of a project to achieve the performance goals and objectives stated in the Statement of Work (Exhibit A) is not a basis for requesting re-performance unless the work conducted by Subrecipients is deemed by CALSTART to have failed the foregoing standard of performance.

In the event Subrecipient fails to perform in accordance with the above standard:

- Subrecipient will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the Project Manager. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Subrecipient shall work any overtime required to meet the deadline for the task at no additional cost to CALSTART;
- CALSTART shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not

feasible; and

- CALSTART shall have the option to direct Subrecipient not to re-perform any task which was not performed to the reasonable satisfaction of the Project Manager pursuant to application of (1) and (2) above. In the event CALSTART directs Subrecipient not to re-perform a task, CALSTART and Subrecipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of CALSTART's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

10. SUBRECIPIENT'S STAFF

During the term of this Agreement, Subrecipient shall provide and maintain sufficiently qualified employees, agents, and personnel to perform its duties and obligations hereunder. Subrecipient and its employees, agents and personnel shall obtain and maintain appropriate licenses, permits, credentials and certificates required by local, state and federal laws, rules, and regulations, guidelines and directives applicable for the operation of its facilities and for the provision of services hereunder.

11. PROJECT BILLINGS

Subrecipient shall submit itemized project billings and reporting matching costs (If applicable) using the payment request form provided (Exhibit C) referencing Subrecipient agreement number 2223001-R## at a frequency of no greater than monthly and no less than quarterly to ap@calstart.org on or before the 8th calendar day of the month following the end of the billing period. This is a cost reimbursement Agreement meaning amounts billed and/or reported as matching costs will be based upon actual costs incurred. While email delivery is preferred, hard copies may be mailed to CALSTART, Inc., 48 South Chester Avenue, Pasadena, California 91106. If the Subrecipient does not deliver the invoices according to these instructions, payment may be delayed.

A monthly progress report in accordance with Exhibit D shall be submitted with project billings. The absence of such reports may cause delay in payment.

Project billings shall clearly summarize actual costs billed and/or reported as matching costs incurred in accordance with Budget Categories in Exhibit B. All costs billed and/or reported as match costs must be supported by sufficient relevant documentation:

- 1) Personnel Costs: Each staff position billed will be listed individually to include, the name, title, number of hours worked, and hourly rate. Labor hours billed will be supported by time records and documentation will be submitted supporting actual hourly labor rates. Payroll registers and/or other third-party documents supporting actual payroll will be provided upon request.
- 2) Travel Costs
 - a) Subrecipient headquarters shall be considered the location of the Subrecipient's office where the employees' assigned responsibilities for this award are permanently assigned.
 - b) Travel identified in the Budget (Exhibit B) is approved and does not require further authorization. Travel not included in the budget shall require written authorization from the

- CALSTART Project Manager in advance.
- c) Travel costs submitted for reimbursement will be itemized on a listing providing information about the date traveled; origin and destination; individuals traveling; and purpose of business travel.
 - d) All travel costs billed will be supported by itemized receipts and/or invoices.
 - e) Travel costs reimbursed will be limited to maximum per diem amounts per the Contractor, Grant Recipient, and Subrecipient Travel Reimbursement Rates (Exhibit _).
- 3) All other direct costs, to include Subcontractor costs, shall be itemized on the invoice and supported by sufficient relevant documentation such as a vendor invoice, receipt or other pertinent third-party provided documentation verifying amounts billed and/or reported as matching cost. Copies of cancelled checks will be provided upon request.
 - 4) Applicable non-labor rates used for billing purposes, to include, but not limited to, fringe benefit, overhead and G&A rates, will be supported by the methodology in which the rates are derived and applied. An approved cost rate agreement negotiated with a Federal cognizant agency or the Federal de minimis rate used in accordance with § 200.414(f) of 2 CFR 200 will suffice. Indirect and G&A rates are capped per the rates in the approved budget (Exhibit B).
 - 5) Retention – CALSTART will retain ten (10) percent of all payment requests submitted. Once all services under 2223001-R#### have been completed and Energy Commission Agreement Manager (CAM) has determined that all terms under 2223001-R#### have been satisfied, Subrecipient shall submit a completed payment request form requesting the release of the retention.

The following costs are not allowable under any circumstances:

- 1) Lobbying or other costs for the purpose of influencing election outcomes, referendums, or legislation.
- 2) Alcoholic beverages
- 3) Bonding costs
- 4) Fines and penalties
- 5) Litigation or other legal costs

Project billings must be in accordance with the Budget Categories on Exhibit B. Labor rates and fringe burden rates on the budget are considered estimates and not capped rates; invoices billed should be based upon actual rates incurred. However, costs billed that exceed Budget Categories (Direct Labor, Travel, Indirect Costs, etc.) will not be paid until a budget amendment is submitted and approved.

CALSTART will not reimburse claims for costs that do not comply with the terms of this Agreement. The Subrecipient shall bear all costs and expenses incurred that are not in accordance with the terms and conditions of this Agreement, unless CALSTART, in consultation with the Energy Commission, determines otherwise. Subrecipient shall not present ineligible costs (Costs that are not in accordance with the terms of this Agreement) on an invoice.

CALSTART shall pay the Subrecipient within 10 days after CALSTART receives payment of the costs claimed from the prime award funding agency.

Subrecipient shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting all allowable costs incurred revenues or anticipated applicable credits, and the receipt, use, and disposition of government or CALSTART property coming into the possession of the Subrecipient under this Agreement. The system of accounts employed by the Subrecipient shall be reasonably satisfactory to CALSTART and in accordance with generally accepted accounting principles and best business practices, consistently applied.

12. AUDITS/EXAMINATION OF ACCOUNTS, RECORDS, AND INSPECTION

CALSTART, the Energy Commission or any other Agency of the State, reserves the right to audit, at any time during the term of this Agreement and for a period of three years thereafter, the Subrecipient's costs of performing the Agreement and to disallow payment of any reimbursable costs or expenses that are unsubstantiated or unverified. Upon written request, Subrecipient agrees to fully cooperate with any audit conducted by CALSTART (Or designated representative), the Energy Commission or any other Agency of the State, or their designated representative and Subrecipient shall not withhold any information requested or restrict the performance or timing of the audit process.

Subrecipient will provide a copy of independent audit reports and any resulting comments and correspondence to the CALSTART accounting within 30 days of issuance of audit report.

13. SITE VISITS

CALSTART's authorized representatives have the right to make site visits at reasonable times during normal business hours and with reasonable prior notice to review Project accomplishments and management control systems and to provide technical assistance, if required. Subrecipient must provide and must require its lower-tier companies to provide reasonable facilities and assistance for the safety and convenience of the visitors in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the Services or Subrecipient's operations.

14. RETENTION OF RECORDS

Subrecipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the Agreement term, whichever is later, unless otherwise specified in the funding Agreement. Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

15. CHANGES

CALSTART may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement in any one or more of the following:

- 1) Drawings, designs, or specifications when the supplies to be furnished are to be specifically for the Energy Commission in accordance with the drawings, designs, or specifications manufactured;
- 2) Method of shipment or packing; and/or
- 3) Place of delivery.

If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, CALSTART and Subrecipient may make an equitable adjustment in any combination of the following:

- 1) Estimated cost, delivery or completion schedule, or both;
- 2) Amount of any fixed fee; and
- 3) Other affected terms.

The Subrecipient must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if CALSTART decides that the facts justify it, CALSTART may receive and act upon a proposal submitted before final payment of the Agreement.

Failure of the Parties to agree on an adjustment will be considered a dispute under Article 19, Disputes and Arbitration.

16. STOP WORK ORDER

CALSTART may, at any time, by written order to the Subrecipient, require the Subrecipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations, and the like. Upon receipt of a Stop Work Order, Subrecipient shall immediately take all necessary steps to comply therewith and stop the incurrence of costs allocable to the project. Subrecipient will re-commence project activities only upon receipt of written notification from CALSTART that Stop Work Order has been cancelled.

17. TERMINATION

With Cause: The performance of Services under this Agreement may be terminated by CALSTART for cause upon providing Subrecipient with five (5) calendar days advance notice. Upon receipt of termination notice, Subrecipient will use reasonable efforts to mitigate its expenses and obligations.

Termination “with cause” may include, but is not limited to:

- Partial or complete loss of match funds
- Reorganization to a business entity unsatisfactory to CALSTART and/or the Energy Commission
- Retention or hiring of lower tier Subrecipients, or replacement or addition of subrecipient’s personnel, that fail to perform to the standards and requirements of this Agreement

- The Subrecipient's inability to pay its debts as they become due and/or the Subrecipient's default of an obligation that impacts its ability to perform under this Agreement
- Significant change in the state or Energy Commission policy that the work or product being funded would not be supported by the Commission.

Without Cause: CALSTART may terminate this Agreement without cause upon providing Subrecipient with thirty (30) days advance notice. In this event, Subrecipient will use all reasonable efforts to mitigate its expenses and obligations under this agreement.

18. APPLICABLE LAWS

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Subrecipient hereby agrees that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Los Angeles, California. The Subrecipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

19. DISPUTES AND ARBITRATION

Disputes between the Parties involving this Agreement that cannot be resolved by the Parties with good faith effort within sixty (60) days, including the breach or alleged breach thereof, shall be submitted to binding arbitration (except where statutorily required), unless the Parties mutually agree in writing to extend the resolution period by sixty (60) days to allow more time to settle the dispute. If the dispute is unresolved after 120 days, CALSTART shall have the right to terminate the Agreement for convenience without prejudice for undisputed amounts claimed on invoices and unpaid through the termination date.

20. INDEMNIFICATION

The Subrecipient shall indemnify, defend and hold harmless the State, its officers, agents, and employees; California Energy Commission; CALSTART and its Board of Directors, agents, other Subrecipients, and employees against any and all liability, claims, demands, damages, losses, and costs accruing or resulting to Subrecipient, its Subcontractors/lower tier subrecipients, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this agreement. Excluded from this paragraph are only those injuries to (or deaths of) persons and damage to or destruction or loss of property arising from the gross negligence or willful misconduct of CALSTART, its employees or representatives.

21. INSURANCE

Without in any way limiting Subrecipient's obligations, indemnities, or liabilities under article 20 – Indemnification, Subrecipient shall always maintain during the term of this Agreement the following minimum insurance at Subrecipient's expense:

- 1) Workers Compensation Insurance – The Subrecipient shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant Agreement. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of CALSTART must be attached to the certificate.
- 2) Comprehensive Automobile Liability Insurance – If the Subrecipient will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The Subrecipient shall maintain motor vehicle liability with limits of not less than \$1 million per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CALSTART, the Subrecipient must show proof of automobile liability insurance. Failure to provide proof upon request will result in the termination of the Agreement. The policy must name the CALSTART, as additional insured, but only with respect to work performed under the Subrecipient Agreement.
- 3) Comprehensive General Liability Insurance (including contractual coverage) – The Subrecipient shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Subrecipient Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee’s limit of liability. The policy must name the CALSTART, its officers, agents, and employees as additional insured, but only with respect to work performed under the Subrecipient Agreement.
- 4) Cyber Liability – Subrecipient shall maintain Cyber liability coverage, with limits not less than \$1,000,000 per occurrence to cover damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the Agency that will be in the care, custody, or control of Grantee.

Whenever requested, Subrecipient shall furnish evidence reasonably satisfactory to CALSTART that such insurances are in effect.

22. SUBCONTRACTS

Any Subcontract between Subrecipient and a subcontractor or lower tier subrecipient (these terms are interchangeable) shall include applicable provisions of this Agreement, and applicable federal, state and local laws and regulations, which pertain to this Agreement and all documents incorporated by reference. Inter-company orders under this Agreement with other subsidiaries of Subrecipient are not considered subcontracts hereunder.

23. OFFICIALS NOT TO BENEFIT

No member of, or delegate to, any federal or state office, or resident commissioner shall be admitted to any share or part of this Agreement or to any benefit arising from it. However, this clause does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

24. RELEASE OF NEWS INFORMATION

No news release, including photographs, films, public announcements, denial, or confirmation of same, or any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of CALSTART. Neither party, however, shall be precluded from revealing the contents of this Agreement to the Government or pursuant to any operation of law. This clause shall apply to the Subrecipient's employees and lower tier Subrecipients and suppliers. The Subrecipient further agrees to insert in any agreement hereunder, provisions which shall conform substantially to the language of this clause.

25. CONFIDENTIALITY OF INFORMATION

To the extent that the Services under this Agreement require that either the Subrecipient or CALSTART be given access to confidential or proprietary business and/or technical data, processes, devices, machines or compositions of matter belonging to either CALSTART or Subrecipient or its customers or sponsors, whether or not obtained, acquired or developed by the Subrecipient, or financial information belonging to the Subrecipient or CALSTART, or other companies, the Subrecipient or CALSTART shall after receipt thereof, treat such appropriately designated information as confidential and agree not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by either the Subrecipient or CALSTART in writing. The foregoing obligations, however, shall not apply to:

- 1) Information which at the time of receipt by the receiving party, is in the public domain
- 2) Information which is published after receipt thereof by the receiving party or otherwise becomes part of the public domain through no fault of the receiving party
- 3) Information which the receiving party can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the disclosing party
- 4) Information which the receiving party can demonstrate was received by it from a third party that did not require the receiving party to hold it in confidence.

The Subrecipient and CALSTART represent that each Party, respectively, have written agreements from each employee permitted access to the confidential information of the other party, whereby the employee agrees that the employee will not discuss, divulge, or disclose any such information or data to any person or entity except those persons within such employee's organization directly concerned with the performance of the Agreement.

The Subrecipient agrees if requested by CALSTART, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Subrecipient and to supply a copy of such agreement to CALSTART. From time to time upon request of CALSTART, the Subrecipient shall supply CALSTART with reports itemizing

information received as confidential or proprietary and setting forth the company or companies from which the Subrecipient received such information.

This clause shall flow down to all subcontracts, subcontractors, and lower tier Subrecipients under this Agreement.

26. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

27. ENTIRE AGREEMENT

This Agreement, including all documents incorporated by reference, represents the entire Agreement of the Parties pertaining to the subject matter herein, and shall supersede all prior oral and/or written agreements, communications, negotiations, and discussions between the Parties.

28. WAIVER, DISCHARGE

Waiver by CALSTART with respect to breach of this Agreement shall not be considered or treated as a waiver of the rights of CALSTART with respect to the any other default or with respect to any particular default, except to the extent specifically waived by CALSTART in writing.

This Agreement may not be released, discharged, abandoned, changed, or modified in any manner, except by an instrument in writing signed on behalf of the parties hereto by their duly authorized representatives. The failure of either party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part thereof or the right of either party thereafter to enforce each such provision.

29. TITLE TO PROPERTY

Title to any tangible personal or real property purchased or otherwise produced or developed hereunder shall vest with CALSTART for the benefit of this Project.

30. PROTECTION OF SUBRECIPIENT REAL PROPERTY AND EQUIPMENT

The Subrecipient agrees to maintain Project real property, equipment and supplies in good operating order as received or when purchased or produced, with normal wear and tear expected. The Subrecipient shall not encumber in any way the equipment, supplies or material paid for and invoiced to CALSTART.

31. RIGHTS IN CONTRACT DATA

All data collected and/or produced under this Agreement shall be the confidential and proprietary

information and property of CALSTART and the Energy Commission.

The Subrecipient shall not use Project data for any purpose other than to perform its obligations under this Agreement. Subrecipient shall have the obligation to handle proprietary data in accordance with the provisions of this clause.

The Subrecipient agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from the Energy Commission or an Energy Commission contractor or Subrecipient, the Subrecipient shall treat such data in accordance with any restrictive legend contained thereon, unless another use is specifically authorized by prior written approval of the Energy Commission Contract Administrator. Subrecipient acknowledges that in the performance of the Services under this Agreement, Subrecipient agrees not to disclose any such information without the consent of the Energy Commission and CALSTART.

32. NOTICES

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified mail, postage prepaid, to the address set forth below:

CALSTART

For legal and contract matters:	For program matters:
Piero Stillitano, CFO	Phoebe Bisnoff, Program Manager of Battery Manufacturing
CALSTART, Inc.	CALSTART, Inc.
48 S. Chester Avenue	48 S. Chester Avenue
Pasadena, CA 91106	Pasadena, CA 91106
Phone: 626-744-5608	Phone: 310-709-9134
Email: pstillitano@calstart.org	Email: pbisnoff@calstart.org

[Subrecipient]

For legal and contract matters:	For program matters:
[Name of Awardee's Authorized Official, Title]	[Name of Awardee's Authorized Official, Title]
[Name of Awardee]	[Name of Awardee]
[Main Address]	[Main Address]
[City, State, and Zip Code]	[City, State, and Zip Code]
Phone: [Phone Number]	Phone: [Phone Number]
Email: [Email Address]	Email: [Email Address]

33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same Agreement and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties. Facsimile and electronic signatures shall be deemed sufficient and legally binding as if an original signature was applied to this Agreement.

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34. COVENANT AGAINST HIRING

During the term of this Agreement, including any extension or renewal thereof, and for a period of one (1) year thereafter, neither party will knowingly solicit for hire any technical or professional employee of the other assigned to the Project without the prior written consent of the other party.

Notwithstanding the foregoing, this covenant shall not apply in the event this Agreement is terminated by default by either party in accordance with the default or termination provision contained in this Agreement. In addition, this clause is not intended to restrict employees of either party from responding to employment advertisements and voluntarily applying for available employment in either party's company.

35. FORCE MAJEURE

Neither Party shall be liable to the other for any loss, claim or damage as a result of any delay or failure in the performance of any obligation hereunder, directly or indirectly caused by or resulting from: acts of the government; acts of God; acts of third persons, embargoes, delays in the mail, transportation and delivery, power failures, or other causes beyond the control of the Parties.

36. PUBLIC WORKS

Generally Required by Law

Projects that receive an award of public funds from the California Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000.

Note: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages. **NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.**

By accepting this Agreement, Subrecipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Subrecipient must either:

- 1) Proceed on the assumption that the project is a public work and ensure that:
 - a) prevailing wages are paid; and
 - b) the project budget for labor reflects these prevailing wage requirements; and
 - c) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.or,
- 2) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

Note: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

Subcontractors and Flow-down Requirements. Subrecipient shall ensure that its subcontractors/lower tier subrecipients, if any, also comply with above requirements with respect to public works/prevaling wage. Subrecipient shall ensure that all agreements with its subcontractors/lower tier subrecipient contractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Subrecipient shall be responsible for any failure of Subrecipient's its subcontractors/lower tier subrecipients to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Subrecipient or its subcontractors/lower tier subrecipients to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option and shall be at Subrecipient's sole risk. In such a case, Energy Commission may refuse payment to Subrecipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Subrecipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Subrecipient and/or any of Subrecipient's its subcontractors/lower tier subrecipients to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Subrecipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Subrecipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Subrecipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Subrecipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Subrecipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Subrecipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Subrecipient and all its subcontractors and lower tier subrecipients otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Subrecipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Subrecipient shall submit to the Energy Commission the above-described certificate signed by the Subrecipient and all its subcontractors and lower tier subrecipients performing public works activities on the project. Absent such certificate, Subrecipient shall have no right to any funds under this Agreement, and the Energy Commission shall be relieved of any obligation to pay said funds.

37. NONDISCRIMINATION

The Subrecipient agrees to comply with all applicable federal and state laws prohibiting unlawful discrimination against any employee, applicant for employment, consumer or Subrecipient on the basis of race, color, creed, national origin, sex, age or sexual orientation or any other protected classes.

38. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or sexual orientation or any other protected classes. Such Subrecipient shall take affirmative actions to ensure that applicants are employed, and that employees are treated equally during their employment, without regard to their race, religion, color, sex, sexual orientation, national origin, age, or other protected class. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

39. DISADVANTAGED DISABLED VETERAN BUSINESS ENTERPRISES

In connection with the performance of this Agreement, the Subrecipient shall attempt to utilize Disadvantaged Disabled Veteran Business Enterprises (DVBES) and will use its best efforts to ensure that DVBES will have opportunity to compete for subcontract work under this Agreement, in compliance with California Military & Veterans Code section 999 et seq.

40. PROPRIETY RIGHTS

Subcontractor acknowledges and agrees that CALSTART content, data, and documentation, (collectively, "Content Data") are and shall be the property of CALSTART. Title to any and all now known or hereafter known tangible and intangible intellectual property rights including but not limited to copyrights, trademarks, service marks, patents and trade secrets in the Content, Data, is with, and shall remain with CALSTART. Any tangible or intangible intellectual property modified or altered in any way from the original form as produced by Subrecipient contractor shall not bear the name of the Subrecipient.

Assignment of Rights: As it directly relates to the Services provided under this Agreement, Subrecipient hereby irrevocably assigns, conveys and otherwise transfers to CALSTART, and its respective successors and assigns, all rights, title and interests in and to the Content Data and all copyrights, trade secrets, patents, trademarks, service marks and other intellectual property rights and all contract and licensing rights, and all claims and causes of action of any kind with respect to any of the foregoing, whether now known or hereafter to become known. In the event Subrecipient has any rights in and to the Content Data that cannot be assigned to CALSTART, Subrecipient hereby unconditionally and irrevocably waives the enforcement of all such rights, and all claims and causes of action of any kind with respect to any of the foregoing against CALSTART, its distributors and customers, whether now known or hereafter to become known and agrees to consent to and join in any action to enforce such rights and to procure a waiver of such rights from the holders of such rights. In the event Subrecipient has any rights in and to the Content Data that cannot be assigned to CALSTART and cannot be waived, Subrecipient hereby grants to CALSTART, and its respective successors and assigns, an exclusive, worldwide, royalty free, perpetual license to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense through multiple tiers of sub licensees and assign such rights in and to the Content Data including, without limitation, the right to use in any way whatsoever the Content Data. Subrecipient retains no rights to use in any way whatsoever the Content Data. Subrecipient retains no rights to use the Content Data except as stated in article 42 of this Agreement and agrees not to challenge the validity of the copyright ownership by CALSTART in the Data Content. In the event that any development work under this Agreement is to be performed by a third party, Subrecipient agrees to include the provisions contained in this subsection in any such subcontract or agreement with such third party.

41. LICENSE OF SUBRECIPIENT CONTENT

The Subrecipient grants to the Energy Commission a no-cost, worldwide, perpetual, irrevocable, assignable, nonexclusive license, with the right to sublicense through multiple tiers of sublicenses, to use, reproduce, distribute, modify, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, or transfer without compensation to the Subrecipient. Specifically, the Subrecipient grants the Energy Commission an unrestricted license to the CALSTART Voucher Processing Center that is used to process vouchers.

42. POWER OF ATTORNEY

Subrecipient agrees to execute, when requested, patent, copyright, or similar applications and assignments to CALSTART, and any other lawful documents deemed necessary by the CALSTART to carry out the purpose of this Agreement. Subrecipient further agrees that the obligations and undertaking stated in this subsection will continue beyond the termination of this Agreement. In the event that CALSTART is unable for any reason whatsoever to secure Subrecipient's signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to the Content Data (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), Subrecipient hereby irrevocably designates and appoints CALSTART and its duly authorized officers and agents as Subrecipient agents and attorneys-in-fact to act for and on Subrecipient's behalf and instead of Subrecipient, to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by Subrecipient.

43. TIME IS OF THE ESSENCE

It is understood that for Subrecipient's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Subrecipient will, to the reasonable satisfaction of CALSTART, complete all activities outlined in Exhibit A to this Agreement, with schedule and deadline flexibility as allowed and pre-approved by CALSTART, and CEC provided that Subrecipient is not caused unreasonable delay in such performance.

44. GENERAL WARRANTY

Each Party warrants that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the dates listed below, but to take effect as of the date first above written.

CALSTART, Inc.	[Subrecipient]:
By: _____ (Signature)	By: _____ (Signature)
Name: <u>Piero Stillitano</u> (Print Name)	Name: _____ (Print Name)
Title: <u>Chief Financial Officer</u> (Print Title)	Title: _____ (Print Title)
Date: _____	Date: _____

Subject to Modification

Exhibit A

EXHIBIT A SCOPE OF WORK

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TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2	X	
3		
...		

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1			
2			
3			
...			

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CPR	Critical Project Review
...	...

PROBLEM STATEMENT

Describe the problem that this activity and funding will address in one to two paragraphs maximum. (1-2 paragraphs).

GOALS OF THIS AGREEMENT

Describe briefly the goals of this project and how the goals will be met. (2-3 sentences max).

OBJECTIVES OF THIS AGREEMENT

Describe the measurable objectives of this project. (1-3 sentences per objective)

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The CALSTART staff shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient Shall:

- Attend a "Kick-Off" meeting with CALSTART staff. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by CALSTART to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Critical Project Review (Task 1.2)
 - Match fund documentation (Task 1.7) No reimbursable work may be done until this documentation is in place.
 - Permit documentation (Task 1.8)
 - Subawards needed to carry out project (Task 1.9)
 - CALSTART's expectations for accomplishing tasks described in the Scope of Work

Exhibit A

- An updated Schedule of Products and Due Dates
- Monthly Calls (Task 1.4)
- Quarterly Progress Reports (Task 1.5)
- Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Final Report (Task 1.6)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

CALSTART Staff Product:

- Kick-off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between CALSTART and the Recipient. The goal of this task is to determine if the project should continue to receive award funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule, or budget. CALSTART may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

CALSTART Staff shall:

- Determine the date and time of each CPR meeting with the Recipient. These meetings will take place remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CALSTART Staff Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Exhibit A

Task 1.3 Final Meeting

The goal of this task is to close out the agreement.

The Recipient shall:

- Meet with CALSTART staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
- This meeting will be attended by, at a minimum, the Recipient and the CALSTART staff.
- The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the CALSTART staff.
- The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The CALSTART staff will determine the appropriate meeting participants.
- The administrative portion of the meeting shall be a discussion with the CALSTART staff about the following Agreement closeout items:
 - What to do with any equipment purchased with award funds (Options)
 - CALSTART's request for specific "generated" data (not already provided in Agreement products)
 - Need to document Recipient's disclosure of "subject inventions" developed under the Agreement, if applicable
 - "Surviving" Agreement provisions
 - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Calls

The goal of this task is to have calls at least monthly between CALSTART and Recipient to verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to verbally summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, to verify match funds are being proportionally spent concurrently or in advance of award funds or are being spent in accordance with an approved Match Funding Spending Plan, to form the basis for determining whether invoices are consistent with work performed, and to answer any other questions from CALSTART. Monthly calls might not be held on those months when a quarterly progress report is submitted, or CALSTART determines that a monthly call is unnecessary.

CALSTART Staff shall:

- Schedule monthly calls.
- Provide questions to the Recipient prior to the monthly call.
- Provide call summary notes to Recipient of items discussed during call.

The Recipient shall:

- Review the questions provided by CALSTART prior to the monthly call.
- Provide verbal answers to CALSTART during the call.

Recipient Products:

April 2024

Scope of Work

PowerForward
CALSTART Inc.

Exhibit A

- Email to CALSTART concurring with call summary notes.

Task 1.5 Quarterly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Quarterly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Progress reports are due to CALSTART the 5th day of each January, April, July, and October.

Recipient products:

- Quarterly Progress Reports

Task 1.6 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing battery manufacturing and innovation, and providing economic and community benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the project management processes.

In addition to any other applicable requirements, the Final Report must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability; all applicable regulations and guidelines issued pursuant to the ADA; Cal. Gov. Code sects. 7405 and 11135; and Web Content Accessibility Guidelines 2.0, or a subsequent version, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

The Recipient shall:

- Prepare an Outline of the Final Report
- Prepare a Draft Final Report complying with ADA requirements and following the latest version of the Final Report guidelines which will be provided by the CALSTART staff. The CALSTART staff shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one copy of the Final Report with the final invoice.
- The Final Report shall include, but is not limited to:
 - Total fund expenditures (including match and in-kind funds)
 - Contributions of the block grant toward the state's goals of ZEV deployment and economic development
 - Manufacturing process improvements
 - Outreach efforts
 - Implementation challenges

Recipient Products:

- Outline of the Final Report, if requested
- Draft Final Report

Exhibit A

- Final Report

Task 1.7 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this agreement are obtained for and applied to this agreement during the term of this agreement.

The costs to obtain and document match fund commitments are not reimbursable through this agreement. Although the CALSTART budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to CALSTART at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the awarding of this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the awarding of this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
 - Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
 - Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
 - Provide the appropriate information to CALSTART if during the course of the Agreement additional match funds are received.
 - Notify CALSTART within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Recipient Products:

- A letter regarding match funds or stating that no match funds are provided
 - Copy(ies) of each match fund commitment letter(s) (if applicable)
 - Letter(s) for new match funds (if applicable)
 - Letter that match funds were reduced (if applicable)

Task 1.8 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CALSTART budget for this task will be zero dollars, the Recipient may budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to CALSTART at least 2 working days prior to the kick-off meeting. If there are no permits required at

Exhibit A

the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:

- A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - The schedule the Recipient will follow in applying for and obtaining these permits
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to CALSTART.
- As permits are obtained, send a copy of each approved permit to CALSTART.
- If during the course of the Agreement permits are not obtained on time or are denied, notify CALSTART within 5 working days. Either of these events may trigger additional CPR.

Recipient Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.9 Obtain and Execute Subawards

The goal of this task is to ensure quality products and to procure subrecipients required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures.

The Recipient shall:

- Manage and coordinate subrecipient activities.
- If requested by the CALSTART staff, submit a draft of each subaward required to conduct the work under this Agreement to the CALSTART staff for review.
- If requested by the CALSTART staff submit a final copy of the executed subaward.
- If Recipient intends to add new subrecipients, or change subrecipients, then the Recipient shall notify the CALSTART STAFF.

Recipient Products:

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subawards (if requested)
- Final subawards (if requested)

TASK 2 SAMPLE TASK

Task 2.1 Example

The goal of this task is to...

The Recipient shall:

- List each individual **activity** with a separate bullet. Begin each bullet with a verb to complete the sentence beginning with "The Recipient shall."
- Organize activities in the order in which they will occur.

<Use this section to describe the essential elements of the process you will use to complete the project.

Exhibit A

The contents of each product shall be described in this section.>

Recipient Products:

- Only the names of each product shall appear in the “Products” section. Use exactly the same name to identify a product (report, data set, project plan, etc.) in the activity and in the list of products.
- Products incorporate the knowledge and understanding gained by performing the activities, and are submitted to CALSTART for review, comment and approval. Products include, but are not limited to, written reports that describe methods, test plans, results of testing, analysis of data, conclusions, and recommendations for future study, workshop agendas and summaries, description and photographs of equipment/product developed, summaries of advisory group meetings, computer software with written instructions for data input and use of the software, if intended for public or CALSTART use, and production prototypes. The summaries of the Products should be sufficiently detailed to be of use to stakeholders and other researchers. The level of detail should be sufficient for an observer to assess whether the project objectives and goals have been successfully met.
- <Insert 1st product (name only)
- <Insert 2nd product (name only)
- <Insert 3rd product (name only)

TASK (FINAL #) DATA COLLECTION

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report.

The Recipient shall:

- Develop the Data Collection Plan as specified below. The data to be collected is to include, but is not limited to:
 - Key project issues encountered and resolution of the issues.
 - A minimum of 6 months of project and operations data.
 - The number and description of units produced from product beta testing and validation through commercial production.
 - The kilowatt-hours of battery storage manufactured due to the project, and what would have been manufactured without the project, and anticipated to be manufactured per year three years after the completion of the project.
 - A comparison of project performance and expectations provided in the original project proposal with actual project performance, results, and accomplishments.
 - Data on specific jobs and economic impact as a direct result of the project, including:
 - Number and type of short-term jobs created or retained by the project
 - Number and type of sustained, long-term jobs created or retained by the project
 - Estimates and descriptions of future jobs resulting from the project
 - Estimates of local economic impacts and revenues to state and local governments
 - Number of employees participating in training programs, and types of training programs
 - Number of indirect jobs resulting from the project.
 - Data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.

Recipient Products:

- Data Collection Plan

Exhibit A

- (Collected data will be included in the Final Report)

Subject to Modification

Exhibit B

**EXHIBIT B
SCHEDULE OF PRODUCTS**

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Due Date</i>
1.1	Attend Kick-off Meeting		
		Updated Schedule of Products	<Insert Date>
		Updated List of Match Funds	<Insert Date>
		Updated List of Permits	<Insert Date>
		Kick-Off Meeting Agenda (CALSTART)	<Insert Date>
1.2	Critical Project Review Meetings		
		CPR Report	<Insert Date>
	1st CPR Meeting	CPR Meeting Agenda (CALSTART)	<Insert Date>
		Schedule for written determination (CALSTART)	<Insert Date>
		Written determination (CALSTART)	<Insert Date>
		<Add as many CPRs as required>	<Utilize same products as 1st CPR Meeting>
		<Utilize same products as 1st CPR Meeting>	<Insert Date>
1.3	Final Meeting		
		Written documentation of meeting agreements	<Insert Date>
		Schedule for completing closeout activities	<Insert Date>
1.4	Monthly Calls		
		Email to CALSTART concurring with call summary notes	Within 5 days of receipt
1.5	Quarterly Progress Reports		
		Quarterly Progress Reports	5th day of each January, April, July, and October
1.6	Final Report		
		Outline of the Final Report	<Insert Date>
		Draft Final Report	<Insert Date>
		Final Report (no less than 60 days before the end of the agreement term)	<Insert Date>
1.7	Identify and Obtain Match Funds		
		A letter regarding match funds or stating that no match funds are provided	<Insert Date>
		Copy(ies) of each match fund commitment letter(s) (if applicable)	<Insert Date>
		Letter(s) for new match funds (if applicable)	within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds

Exhibit B

1.8 Identify and Obtain Required Permits		
	Letter documenting the permits or stating that no permits are required	<Insert Date>
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.9 Obtain and Execute Subawards		
	Letter describing the subawards needed, or stating that no subawards are required	<Insert Date>
	Draft subawards (if requested)	15 days prior to the scheduled execution date
	Final subawards (if requested)	Within 10 days of execution
<Add additional tasks needed for the Agreement>		<Insert Date>

Subject to Modification

Exhibit C

**EXHIBIT C
BUDGET**

Category Budget
(see instructions)

Category Budget			
Agreement Number	0000000-S-00		
Name of Organization	Sample Recipient 1		
Subrecipient			
None			
Cost Category	CALSTART Share	Match Share	Total
Direct Labor	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subrecipients/Vendors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ -	\$ -	\$ -

Exhibit C

Hourly Rates

Agreement Number	0000000-S-00
Name of Organization	Sample Recipient 1

Job Classification	Highest Estimated Labor Rate (\$ per hour)	# of Hours	Rate x Hours	CALSTART Share	Match Share	Total
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ -	\$ -	\$ -

Direct Labor Grand Totals			
	CALSTART Share	Match Share	Total
Grand Totals	\$ -	\$ -	\$ -

Exhibit C

Fringe Benefits (see instructions)

Agreement Number		0000000-S-00				
Name of Organization		Sample Recipient 1				
Job Classification	Highest Estimated Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Rate x Costs	CALSTART Share	Match Share	Total
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals		\$ -	\$ -	\$ -	\$ -	\$ -

Subject to

Exhibit C

Travel (see instructions)

Agreement Number				0000000-S-00			
Name of Organization				Sample Recipient 1			
Task #	Traveler Name and Job Classification	Dates of Travel (From/To)	Departure and Destination	Trip Purpose	CALSTART Share	Match Share	Total
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Grand Totals					\$ -	\$ -	\$ -

Subject to

Exhibit C

Equipment (see instructions)

Agreement Number				0000000-S-00				
Name of Organization				Sample Recipient 1				
Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CALSTART Share	Match Share	Total
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
			0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals						\$ -	\$ -	\$ -

Subject

Exhibit C

Materials & Miscellaneous (see instructions)

Agreement Number				0000000-S-00					
Name of Organization				Sample Recipient 1					
Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CALSTART Share	Match Share	Total
				0.00	\$ -	\$ -	\$ -	\$ -	\$ -
				0.00	\$ -	\$ -	\$ -	\$ -	\$ -
				0.00	\$ -	\$ -	\$ -	\$ -	\$ -
				0.00	\$ -	\$ -	\$ -	\$ -	\$ -
				0.00	\$ -	\$ -	\$ -	\$ -	\$ -
				0.00	\$ -	\$ -	\$ -	\$ -	\$ -
				0.00	\$ -	\$ -	\$ -	\$ -	\$ -
				0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals							\$ -	\$ -	\$ -

Subject to M

Exhibit C

Subrecipients & Vendors (see instructions)

Agreement Number	0000000-S-00
Name of Organization	Sample Recipient 1

Subrecipients

Task #	Subrecipient <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/ SB/MB/None	CALSTART Share	Match Share	Total
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
Subrecipient Totals					\$ -	\$ -	\$ -

Vendors

Task #	Vendor <i>(Please Use Legal Name)</i>	Entity Number <i>(CA Secretary of State)</i>	Purpose	CA Business Certifications DVBE/ SB/MB/None	CALSTART Share	Match Share	Total
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
				None	\$ -	\$ -	\$ -
Vendor Totals					\$ -	\$ -	\$ -

Exhibit C

Indirect Costs and Profit (see instructions)

Agreement Number	0000000-S-00
Name of Organization	Sample Recipient 1

Name of Indirect Cost	Indirect Cost (IDC) Base Category	IDC Base CALSTAR Share (\$)	IDC Base Match Share (\$)	Total IDC Base CALSTAR Share (\$)	Total IDC Base Match Share (\$)	Total IDC Base (\$)	IDC Rate (%)	Rate x Base (\$)	CALSTAR Share	Match Share	Total
Overhead	Direct Labor	\$ -	\$ -				0.00%				
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendor	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
G&A	Direct Labor	\$ -	\$ -				0.00%				
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendor	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -				0.00%				
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendor	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -				0.00%				
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendor	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
Indirect Costs Grand Totals									\$ -	\$ -	\$ -

Exhibit

**EXHIBIT D
CONTACT LIST**

CALSTART, Inc.	Sample Recipient 1
Project Manager: Phoebe Bisnoff CALSTART, Inc. 48 South Chester Avenue, Pasadena, CA, 91106 Phone: (310) 709 9134 e-mail: pbisnoff@calstart.org	Project Manager: Name: Address: Phone: e-mail:
Administrator: Jason Zimblar CALSTART, Inc. 48 South Chester Avenue, Pasadena, CA, 91106 Phone: (917) 687-9149 e-mail: jzimblar@calstart.org	Administrator: Name: Address: Phone: e-mail:
Accounting Officer: Jeffrey Caperton CALSTART, Inc. 48 South Chester Avenue, Pasadena, CA, 91106 Phone: (626) 744-5653 Fax: (626) 744-5610 e-mail: jcaperton@calstart.org	Accounting Officer: Name: Address: Phone: e-mail:
Recipient Legal Notices: Piero Stillitano CALSTART, Inc. 48 S. Chester Pasadena, CA 91106 Phone: (626) 744 -5608 e-mail: pstillitano@calstart.org	Recipient Legal Notices: Name: Address: Phone: e-mail: