

**DE-CR0000007**

**Subaward to Develop and Deploy Cybersecurity Defense for Public Power:  
City of Ocala  
CR07-003**

**Revision 2**

## Table of Contents

<b>1. Participation Agreement Summary</b> .....	4
1.1. Introduction.....	4
1.2. Utility Developing and Deploying Cybersecurity Defense .....	4
1.3. Project Purpose .....	4
1.4. Project Objectives for APPA and Utility .....	4
<b>2. Project Execution</b> .....	5
2.1. Scope of Project Funding.....	5
2.2. Vendors.....	5
2.3. Total Project Subaward Amount .....	6
2.4. Project Schedule .....	6
2.5. Payments .....	6
2.6. Data Collection and Sharing .....	7
2.7. Reporting.....	8
2.8. Confidentiality .....	8
<b>3. APPA Requirements</b> .....	8
3.1. APPA Role .....	8
3.2. Data Collection and Sharing .....	9
<b>4. Utility Requirements</b> .....	9
4.1. Utility Role .....	9
4.2. Data Collection and Sharing .....	11
4.3. Reporting.....	11
4.4. Certificate of Assurance and Attestation.....	12
4.5. News Releases, Publications, Marketing, Advertising.....	12
4.6. Foreign National Access.....	12
<b>5. Utility Imposed Vendor Requirements</b> .....	13
5.1. Vendor Role .....	13
5.2. Data Collection and Sharing .....	13
5.3. Reporting .....	13
5.4. Invoicing.....	14
5.5. News Releases, Publications, Marketing, Advertising.....	15
5.6. Foreign National Access.....	15
<b>6. Miscellaneous</b> .....	16
6.1. Language of Agreement. ....	16

6.2.	Limitation of Liability.....	16
6.3.	Entire Agreement.....	16
6.4.	Counterparts .....	16
6.5.	No Construction Against Drafter .....	16
6.6.	Assignment.....	16
6.7.	Severability.....	17
6.8.	No Waiver.....	17
6.9.	Headings.....	17
6.10.	Force Majeure.....	17
6.11.	Binding Effect.....	17
6.12.	Termination .....	17
6.13.	Notice.....	18
7.	<b>Revision Controls .....</b>	<b>18</b>
7.1.	Changes, Modifications, Amendments.....	18
7.2.	Revision Control Log .....	19
8.	<b>References and Attachments .....</b>	<b>19</b>
8.1.	Incorporated by reference into this Participation Agreement .....	19

# 1. Subaward Summary

## 1.1. Introduction

- 1.1.1. This Subaward is made and entered into this \_\_\_\_\_, by and between the American Public Power Association (“APPA”) and City of Ocala, a Florida Municipal Corporation (“Utility”). APPA and Utility are referred to herein individually as “Party” and collectively as “Parties.”

## 1.2. Utility Developing and Deploying Cybersecurity Defense

- 1.2.1. Name of Organization: City of Ocala
- 1.2.2. Address: 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471
- 1.2.3. Number of meters impacted by the technology deployment: Approximately 54,000
- 1.2.4. Unique Entity ID assigned by SAM.gov: LSNNNBN7BL45
- 1.2.5. Tax Exempt (Yes/No): Yes

## 1.3. Project Purpose

- 1.3.1. The Department of Energy (“DOE”) entered into a cooperative agreement with APPA, Award Number DE-CR0000007, dated September 25, 2020, to develop and deploy cyber and cyber-physical operational technology (“OT”) solutions within the public power community (the “Cooperative Agreement”), a copy of the Terms and Conditions Cooperative Agreement is attached hereto as “**Exhibit 4.**”
- 1.3.2. APPA contracts with Utility through this Subaward (“Subaward”) to help the Utility address and overcome key cybersecurity challenges and maximize the long-term robustness and overall effectiveness of deployed solutions for the benefit of the whole electric industry.
- 1.3.3. This project will support efforts to develop, demonstrate, and deploy cyber and cyber-physical solutions for public power utilities (“Project”) that:
  - 1.3.3.1 Detect and respond to adversarial cyber activity on OT networks in the energy sector through a collective defense approach;
  - 1.3.3.2 Utilize artificial intelligence to identify anomalies, reduce false positives, and update OT assets;
  - 1.3.3.3 Provide for advanced analytics to enable the user to identify the systems when and where compromised;
  - 1.3.3.4 Increase system resilience in energy delivery control systems or components; and
  - 1.3.3.5 Employ autonomous defense solutions at remote endpoints to protect against in-band and out-of-band attacks. Such solutions include hardware, firmware, or software that protects, defends, or hardens deployed OT.

## 1.4. Project Objectives for APPA and Utility

- 1.4.1. Develop specifications for OT cybersecurity technologies and systems.
- 1.4.2. Select or develop technology and systems for deployment and testing.

- 1.4.3. Work with partner organizations to select or develop technology and systems for deployment and testing.
- 1.4.4. Develop models and frameworks for data anonymization, aggregation, and flow.
- 1.4.5. Develop organizations’ capability to effectively use OT cybersecurity technology.
- 1.4.6. Deploy cybersecurity solutions for OT systems.
- 1.4.7. Develop models and frameworks for successful data analysis and cyber threat and mitigation.
- 1.4.8. Work to solve organizational coordination challenges by developing an independent, secure, and replicable OT data anonymization and aggregation model and framework.

## 2. Project Execution

### 2.1. Scope of Project Funding

- 2.1.1. “**Exhibit 1**” sets forth the Scope(s) of Work for Funded Scopes (“Funded Scopes”).
- 2.1.2. Utility agrees to include language substantially similar to that of “**Exhibit 1**” in Vendor Agreement(s), which APPA recognizes is subject to Vendor Agreement(s).
- 2.1.3. Only the Funded Scopes marked as applicable in Table 1 will be funded under this Subaward.

**Table 1**

Funded Scopes	Applicable Costs
Legal Services	
Network Infrastructure	\$66,545
OT Cybersecurity Technology	\$265,000
Engineering Services	
Deployment Services	\$10,000
Threat Feed Services	
Security Operations Services	\$\$145,000
Information Sharing	\$0 *
Incident Response Services	
Training	
Other Services	\$0

### 2.2. Vendors

- 2.2.1. Under this Subaward, an entity (e.g., a company, or an organization for or not-for-profit) that provides services under the Funded Scopes in Table 1 and is listed in Table 2 is known as a “Vendor” and, if more than one company, collectively, the “Vendors.”
- 2.2.2. Utility intends to contract with Vendor(s) for services under the Funded Scopes.

2.2.3. Scopes of Work are a description of the service(s) to be provided, and/or the equipment to be purchased pursuant to one or more vendor agreement(s) to be entered into between the Utility and the Vendor (each, a “Vendor Agreement,” and collectively, the “Vendor Agreements”). All revision(s) to Scopes of Work shall occur through amendment(s) to this Subaward in accordance with Section 7 Revision Controls.

**Table 2**

<b>Revision Number</b>	<b>Vendor</b>	<b>Address</b>	<b>Point of Contact</b>	<b>Amount</b>	<b>Funded Scope</b>	<b>Task Number</b>
1	Schweitzer Engineering Laboratories, Inc.	2350 NE Hopkins Court Pullman, WA 99163	Rhett Smith	\$66,545	Network Infrastructure	5.0
0	Dragos, Inc.	1745 Dorsey Rd. Hanover, MD 21076	Mark Ramsey	\$265,000	OT Cybersecurity Technology	5.0
0	Dragos, Inc.	1745 Dorsey Rd. Hanover, MD 21076	Mark Ramsey	\$10,000	Deployment Services	5.0
2	Dragos, Inc.	1745 Dorsey Rd. Hanover, MD 21076	Mark Ramsey	\$145,000	Security Operations Services	5.0
0	Dragos, Inc.	1745 Dorsey Rd. Hanover, MD 21076	Mark Ramsey	\$0*	Information Sharing	5.0
2	Dragos, Inc.	1745 Dorsey Rd. Hanover, MD 21076	Mark Ramsey	0	Other Services	5.0

\* Included

2.3. Total Project Subaward Amount

2.3.1. Total Project Subaward Amount from Table 2 above: \$491,545

2.4. Project Schedule

2.4.1. Dates covered under this Subaward: from the last date signed below (“Effective Date”) until Project End Date, unless terminated early as permitted herein (“Term”).

2.4.2. The Project shall commence on the Effective Date.

2.4.3. The Project End Date is the earlier of March 24, 2028, or the latest date on which any Vendor Agreement expires or is terminated early as permitted therein (“Project End Date”).

2.4.4. The schedules of all Vendor Agreement(s) shall comport with Section 2.4 of this Subaward.

2.5. Payments

2.5.1. Utility shall require Vendor to Submit invoices to Utility in accordance with Exhibit 1, Table 1.

2.5.2. Utility shall review all Vendor(s) invoices and confirm in writing to APPA that the invoices are accurate. In addition to any other confirmation in writing of provisions that may be required under

other sections of this Subaward, the confirmation in writing shall include the following statement: “[Utility] confirms in writing that [Vendor] has completed all portions of work subject to the invoice [insert Vendor Invoice No.] to Utility’s satisfaction under the [Vendor Agreement] and Utility is not aware of any reason to withhold payment to Vendor under the invoice [insert Vendor Invoice No.]”

- 2.5.3. Utility shall provide APPA a copy of all invoices received from Vendor(s) within (15) days of Utility’s receipt thereof for APPA’s review and verification. The above statement and copies of the invoice shall be sent via email to the following:

APPA contact:

Name: Principal Investigator DE-CR0000007

Address: 2451 Crystal Drive, Suite 1000

Telephone #202-467-2900

Email address: otcyberdefense@publicpower.org

- 2.5.4. Upon APPA’s review and verification of undisputed Vendor(s) invoices, APPA shall pay Vendor(s) on behalf of Utility within 60 days of APPA’s receipt thereof and Utility shall not have any payment obligations to Vendor(s). APPA shall provide written notification to Utility of any disputed invoice within 45 days of receipt of such invoice. Disputed amounts shall be paid within 60 days of resolution of such disputed invoice.
- 2.5.5. The total amount to be paid by APPA to Vendor(s) shall not exceed the total contract value as set forth in the Vendor Agreement(s) (“Not to Exceed Value”). The Not to Exceed Value shall include the total amount to be paid by APPA to Vendors for reimbursable out-of-pocket or incidental expenses as set forth in the Vendor Agreement(s) (“Maximum Incidental Reimbursement”).
- 2.5.6. Any variance that would result in an amount to be paid to a Vendor in excess of the Not to Exceed Value under the respective Vendor Agreement shall require an amendment to this Subaward.
- 2.5.7. All reasonable efforts shall be made by APPA and its representatives to review and verify timely payments are made to Vendor(s). APPA shall pay any late fees assessed or levied by Vendor(s) that arise from delays caused solely by APPA.
- 2.5.8. Where APPA cannot verify Vendor(s) invoices, for example due to the absence or deficiency of proof of purchase, third-party invoice, or other forms of receipts, payment shall be withheld until such verification can be made.
- 2.5.9. APPA reserves the right in its sole and absolute discretion to withhold or deny payment of any Vendor invoice that does not comply, in all material respects, with the requirements of this Subaward. APPA shall withhold payment in full for any partially disputed invoice.
- 2.5.10. If Vendor brings a claim against APPA for services Vendor has rendered for Utility but was denied payment, either by Utility or by APPA, because the Vendor’s invoice does not comply with the requirements of the Subaward, Utility agrees to reimburse APPA for costs APPA incurred in resolving the disputed invoice with Vendor.

## 2.6. Data Collection and Sharing

- 2.6.1. No party (including other Utility(s), APPA, Vendor(s), DOE, and the general public, collectively,

“Outside Parties”) may have access to Utility’s raw data as a result of this Project without Utility’s written approval.

- 2.6.2. Utility shall exercise reasonable efforts in safeguarding its raw data and preventing unauthorized access of raw data by Outside Parties.
- 2.6.3. Any data generated as a result of this Project shall be anonymized and de-identified (“Anonymized Data”) before such data is shared with Outside Parties and may only be used in ways that do not reveal Utility’s identity or any identifiable portions of its facilities or systems.
- 2.6.4. Once the data generated as a result of this Project becomes Anonymized Data, Outside Parties, except the general public, may access such data without additional requirements, tools, or applications.
- 2.6.5. APPA may share Anonymized Data with Outside Parties and other organizations or entities at the discretion of APPA through a license or other appropriate methods.

## 2.7. Reporting

- 2.7.1. Upon APPA’s request, Utility and Vendor(s) shall submit to APPA reports that include but not limited to progress towards defined acceptance criteria under applicable Funded Scopes.
- 2.7.2. If a reporting or disclosure is necessary, Utility shall not be identified in such reporting or disclosure or in any data files.
- 2.7.3. Federal or state laws may require APPA to disclose information to DOE.

## 2.8. Confidentiality

- 2.8.1. In the event that a business proprietary and/or confidential information needs to be disclosed as part of a reporting or disclosure, the disclosing party shall inform the recipient in writing that the shared information constitutes business proprietary and/or confidential information and shall only be shared with individuals who have the need-to-know for the sole purpose of fulfilling the obligations of this Project.

# 3. APPA Requirements

## 3.1. APPA Role

- 3.1.1. Present materials to DOE, APPA leadership, and APPA members. Utility and Vendor(s) may be included in meetings and presentations at APPA's discretion. APPA shall keep Utility apprised of meetings with DOE.
- 3.1.2. Assign various APPA staff and/or contracted technical consultants to work with Utility and/or Vendor(s). APPA staff representative shall review documents developed by the Utility and/or Vendor(s) in sufficient detail to confirm understanding by others of any purpose, timing, and deliverables.
- 3.1.3. Provide edits to APPA deliverables to be submitted to DOE, APPA leadership, and APPA members.
- 3.1.4. Provide appropriate and timely access to systems, staff, and facilities that are essential to completing the Project successfully.
- 3.1.5. Designate the Agreement’s Principal Investigator to serve as a primary point of contact.

- 3.1.6. Serve as the first point of escalation for any Project-related requests or issues.
- 3.1.7. Provide access to all necessary (as per mutually agreement between APPA and Utility) proprietary information, applications, and systems.
- 3.1.8. Provide a central repository, such as a SharePoint or other secure site, to allow for data, drawings, and reports to be uploaded and to maintain such central repository and provide access to Utility and its employees and agents to such central repository.
- 3.1.9. Provide copies of available information and drawings pertinent to the Project.

### 3.2. Data Collection and Sharing

- 3.2.1. All data maintained by APPA, including raw or Anonymized Data, because of Project efforts, are subject to APPA's existing cybersecurity plans, addendums, and policies as described in the APPA Data Management Plan ("**Exhibit 5**").
- 3.2.2. APPA shall treat any raw data that it may receive or to which APPA is granted access under this Subaward as confidential and may make such data available only to those individuals that have a need-to-know and are bound by obligations of confidentiality and non-use described herein and as set forth in APPA Non-Disclosure Agreement ("**Exhibit 6**").
- 3.2.3. APPA shall hold all intellectual property rights and ownership of Anonymized Data generated, and materials resulting from efforts during this Project and as a result of the analysis and assessments conducted by Utility.
- 3.2.4. APPA may validate, assess, or analyze the Anonymized Data obtained as a result of the Project through independent review by third parties external to the Project.
- 3.2.5. APPA shall mark data or other documents that are business proprietary and/or confidential to APPA with the following marking: "APPA Confidential Information – Internal Use Only" when shared with APPA members, DOE, or other individuals or entities that have the need-to-know, as determined by APPA.

## 4. Utility Requirements

### 4.1. Utility Role

- 4.1.1. Utility shall provide APPA confirmation of Utility's Unique Entity Identifier in System for Award Management ("**SAM**").
- 4.1.2. Utility shall work with APPA and its representatives to develop and deploy cybersecurity defense.
- 4.1.3. Utility shall actively participate with APPA and its representatives in developing and deploying cybersecurity defense with Vendor(s) listed in Table 2.
- 4.1.4. Utility shall actively participate as a member of a working group to provide feedback on possible future deployments.
- 4.1.5. Utility shall provide feedback to APPA about the efficacy of the chosen technologies and/or services in meeting the acceptance criteria described in **Exhibit 1**.
- 4.1.6. Utility shall work with Vendor(s) to decide on required architecture and design elements.
- 4.1.7. Utility shall be a member of the Cybersecurity Defense Community ("**CDC**").

- 4.1.8. Utility agrees to provide feedback on any barriers or pitfalls encountered in the procurement, deployment, and implementation processes, as well as steps taken to address such barriers or pitfalls. Feedback may be provided through participation in the applicable CDC Working Group (which consists of various APPA members) via meetings, phone calls, emails, web-based forms, or a combination thereof.
- 4.1.9. Utility shall use the following guidance and standards in performing its obligations under this Subaward:
  - 4.1.9.1 DOE's Cybersecurity Capability Maturity Model (Version 2.1 or a successor version); and
  - 4.1.9.2 Framework for Improving Critical Infrastructure Cybersecurity of the National Institute of Standards and Technology (Version 1.1 or any successor version).
- 4.1.10. Utility shall designate at least one (1) employee to serve as a primary point of contact under this Subaward.
- 4.1.11. Utility shall provide DOE authorized representatives reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives in the performance of their duties.
- 4.1.12. DOE authorized representatives have the right to make site visits, at mutually acceptable times between DOE and Utility, to review Project accomplishments and management control systems and to provide technical assistance, if required.
- 4.1.13. All site visits and evaluations shall be performed in a manner that does not unduly interfere with or delay the work and in accordance with Utility policies and procedures identified in "**Exhibit 2.**"
- 4.1.14. Utility and its representatives shall make all reasonable effort to assist APPA in verifying and demonstrating compliance with all applicable DOE requirements, including but not limited to, those that require certificates of assurance as set forth in Section 4.4 below.
- 4.1.15. Utility shall inform its Vendor(s) of the obligation to comply all applicable requirements set forth in Section 5 by specifying such requirements in the Vendor Agreement(s)
- 4.1.16. Utility may only assign, delegate, or subcontract in whole or in part, by operation of law or otherwise, with advance written notice to APPA. Any attempt to assign without APPA's written consent shall be null and void.
- 4.1.17. Utility shall notify APPA prior to any execution, modification or amendment to a Vendor Agreement(s) and any exhibits that are incorporated into the Vendor Agreement(s). Such notification shall include written confirmation that for each execution, modification or amendment to a Vendor Agreement(s) or any exhibits incorporated into such Vendor Agreement(s), Utility has flowed down to Vendors(s) all provisions in the Subaward that impose obligations or requirements on vendor(s), including applicable incorporations by reference thereto. All notifications pursuant to this Section 4.1.17 shall include the following statement: "[Utility] confirms in writing that it has flowed down to [Vendor] through [Utility-Vendor] Agreement all provisions in the Subaward that impose obligations or requirements on [Vendor], including applicable incorporations by reference thereto."
- 4.1.18. Utility shall execute a Non-Disclosure Agreement directly with APPA ("**Exhibit 6**").

#### 4.2. Data Collection and Sharing

- 4.2.1. Utility may voluntarily make data in its raw format and/or with identifiable information and elements available to Vendor(s), APPA, or DOE with Utility's written approval.
- 4.2.2. If Utility chooses to share any data in its raw format and/or with member/personally identifiable information and elements, Utility shall exercise reasonable safeguards to prevent unauthorized disclosure or sharing.
- 4.2.3. Upon notice to APPA, Utility may destruct its own raw, individual, identifiable data during the execution of this Project.
- 4.2.4. Utility may make available Anonymized Data to other entities that are not listed in Section 4.2.1 above only with APPA's consent in writing.

#### 4.3. Reporting

- 4.3.1. Utility shall provide a Quarterly Progress Report to APPA identifying progress towards defined acceptance criteria under applicable Funded Scopes, as defined in "**Exhibit 1.**"
- 4.3.2. Utility shall provide a Tangible Personal Property Report SF-428 at the conclusion of the project ("**Exhibit 9**").
- 4.3.3. Unless the Utility provides documentation showing that the subrecipient is exempt as provided in accordance with Exhibit 4, Amendment 0005, Section d. "Exemptions," or provides documentation that none of the conditions specified in Exhibit 4, Amendment 0005, Section c.1 are met, Utility shall report subrecipient executive total compensation by the end of the month following the month during which the subaward is executed in accordance with Exhibit 4, Amendment 0005, Section c. "Reporting of Total Compensation of Subrecipient Executives."
- 4.3.4. Utility may share raw and Anonymized Data in accordance with this Subaward.
- 4.3.5. Utility shall include the proper citation for any sharing of data or reporting that contains the following:
  - 4.3.5.1 Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) DE-CR0000007."
  - 4.3.5.2 Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

#### 4.4. Certificate of Assurance and Attestation

- 4.4.1. Upon APPA request, Utility shall provide assurance that the process Utility has undertaken to solicit the subaward/subcontract complies with DOE's written procurement procedures as set forth in 2 CFR 200.318, using the Certificate of Assurance form provided in "**Exhibit 3.**"
- 4.4.2. Upon APPA request, Utility shall provide assurance that no planned, actual, or apparent conflict of interest exists between APPA and Utility and Utility is in compliance with APPA's written standards of conduct, using the Certificate of Assurance form provided in "**Exhibit 3.**"
- 4.4.3. Upon APPA request, Utility shall provide assurance that Utility and Vendor(s) are not designated by any federal or state entity as debarred or suspended entities, using the Certificate of Assurance form provided in "**Exhibit 3.**"
- 4.4.4. Upon APPA request, Utility shall provide assurance that Utility has flowed down to Vendor(s) through the respective Vendor Agreement(s) (i.e., subaward(s)/subcontract(s)) all award provisions in the Subaward, including applicable incorporations by reference thereto, that impose obligations or requirements on Vendor(s), using the Certificate of Assurance form provided in "**Exhibit 3.**"
- 4.4.5. Upon APPA request, Utility shall provide assurance that the process Utility has undertaken for equipment and other capital expenditures complies with DOE's written procurement procedures as set forth in 2 CFR 200.313, using the Certificate of Assurance form provided in "**Exhibit 3.**"
- 4.4.6. Utility shall demonstrate desired maturity of its Cybersecurity Program in accordance with APPA CDC defined methodology to vet possible candidates based on various criteria and ability to deploy, operate, and maintain OT security solutions successfully, as described in "**Exhibit 3.**"
- 4.4.7. Utility shall demonstrate, by completing the APPA Cybersecurity Scorecard or comparable capability measure, a determined level of capability prior to deployment of sensors, as described in "**Exhibit 3.**"
- 4.4.8. Utility shall complete the Certification Letter provided by DOE using the template provided in "**Exhibit 7.**"

#### 4.5. News Releases, Publications, Marketing, Advertising

- 4.5.1. Only with APPA prior approval does APPA consent to the Utility's use of APPA's or DOE's name in news releases, case studies, marketing and advertising materials, etc., including the Utility's website.
- 4.5.2. APPA shall not use Utility's name, logo, or trademark in any publication or press release without Utility's prior written consent.
- 4.5.3. News releases pertaining to the selection of Vendor(s) shall not be made without prior approval by APPA and Utility; provided, that for avoidance of doubt, disclosure to Utility's City Council or Board shall not constitute a news release, publication, marketing, or advertising so long as such disclosure is not made in a public forum where members of the public may be in attendance.

#### 4.6. Foreign National Access

- 4.6.1. This term is included in any subaward and in any applicable contractual agreement(s) associated with this Cooperative Agreement. Utility shall promptly notify APPA in writing in the event of any participation in this Subaward or in the Vendor Agreement(s) by any foreign nationals. Utility must

provide specific information about each such foreign national to APPA for review and consideration in accordance DE-CR000007 Terms and Term and Conditions (“Exhibit 4”) Section FOREIGN NATIONAL ACCESS – UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM.

## 5. Utility Imposed Vendor Requirements

5.1. Utility agrees to require the following from Vendor(s) in each Vendor Agreement:

### 5.2. Vendor Role

- 5.2.1. Vendor(s) shall comply with the requirements of 2 C.F.R. part 200 and 2 C.F.R. Part 200 Appendix II, as modified by 2 C.F.R. 910, to the extent applicable to Vendor(s).
- 5.2.2. Vendor(s) shall provide Utility confirmation of Vendor’s registration and active status in SAM.
- 5.2.3. Vendor(s) shall provide Utility answers to the North American Transmission Forum Supply Chain Questionnaire or similar industry accepted questionnaire.
- 5.2.4. Vendor(s) shall execute a Non-Disclosure Agreement directly with APPA (“**Exhibit 6**”).

### 5.3. Data Collection and Sharing

- 5.3.1. Vendor(s) identified in Table 2 for tasks under this Subaward shall be responsible for data collection and sharing during the Term of this Project.
- 5.3.2. Vendor(s) shall make available and grant exclusive control of Anonymized Data that is not identifiable or attributable to Utility from the deployed sensors to APPA.
- 5.3.3. Vendor(s) may make Anonymized Data available to APPA members as determined by APPA within a period deemed reasonable but no later than the Project End Date.

### 5.4. Reporting

- 5.4.1. Vendor(s) shall provide a Quarterly Progress Report to APPA and/or Utility identifying progress towards defined acceptance criteria under applicable Funded Scopes.
- 5.4.2. Vendor(s) shall include the proper citation for any sharing of data or reporting that contains the following:
  - 5.4.2.1 Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) DE-CR0000007."
  - 5.4.2.2 Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States

Government or any agency thereof."

## 5.5. Invoicing

5.5.1. Utility is not responsible for any Vendor(s)'s costs or fees associated with work performed under Funded Scopes.

5.5.2. Vendor(s) shall:

5.5.2.1 Submit invoices to Utility periodically as required for each of the following contract types: On a monthly basis for time and materials contracts; On completion of work for fixed price contracts; when products are received for direct sales contracts; or at the start of term-based subscriptions and agreements.

5.5.2.2 As applicable, provide sufficient time under this Subaward and the Vendor Agreement(s) to allow Utility and APPA to review invoices.

5.5.2.3 As applicable, indicate the time spent and services rendered, together with such supporting documentation as APPA reasonably requires.

5.5.2.4 As applicable, include a description of activities during the period being invoiced, including lists of tasks accomplished.

5.5.2.5 Provide copies of receipts to Utility and APPA for approval in writing in order to get reimbursement.

5.5.2.6 Include the following information in all invoices:

5.5.2.6.1 Bill to: APPA as addressee

5.5.2.6.2 Ship to: Utility name, as applicable

5.5.2.6.3 Utility name

5.5.2.6.4 Vendor name

5.5.2.6.5 Vendor address

5.5.2.6.6 Unique contract identifier

5.5.2.6.7 DOE Cooperative Agreement number: DE-CR0000007

5.5.2.6.8 DOE Cooperative Agreement number Task Number: 5

5.5.2.6.9 Vendor Agreement amount

5.5.2.6.10 Vendor Agreement duration (MM/YY – MM/YY)

5.5.2.6.11 Agreement-Year-to-Date invoiced amount

5.5.2.6.12 Current invoice number

5.5.2.6.13 Invoice amount

5.5.2.6.14 Period services were rendered, including the start and end dates of term agreements

5.5.2.6.15 Detailed list of charges.

5.5.2.7 Submit invoices no later than 15 days after each month end or when work is completed, and acknowledge invoices submitted more than 90 days late to APPA are subject to possible rejection/non-payment as set forth in the Vendor Agreement.

5.6. News Releases, Publications, Marketing, Advertising

- 5.6.1. Only with APPA prior approval does APPA consent to Vendor(s)'s use of APPA's or DOE's name in news releases, case studies, marketing and advertising materials, etc., including the Vendor(s)'s website.
- 5.6.2. APPA shall not use Vendor(s)'s name, logo, or trademark in any publication or press release without Vendor(s)'s prior, written consent.
- 5.6.3. News releases pertaining to the selection of Vendor(s) shall not be made without prior written approval by APPA and Utility.

5.7. Foreign National Access

- 5.7.1. If Vendor(s) anticipate involving foreign nationals (i.e., non-U.S. citizens or non-lawful permanent residents of the U.S.) in the performance of the Vendor Agreement(s), Vendor(s) must provide specific information about each such foreign national to Utility for review and consideration in accordance DE-CR000007 Terms and Term and Conditions ("Exhibit 4") Section FOREIGN NATIONAL ACCESS – UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM. 5.6.1.5.10.4. The Secretary of Energy or the Secretary's assigned approval authority must approve foreign national participation before any foreign national may gain access to DOE sites, information, technologies, equipment, programs, or personnel or begin performance of any work under this Award. If Vendor(s) anticipate using a foreign national in the performance of the Vendor Agreement(s), then it shall coordinate with Utility to comply with the requirements of the Cooperative Agreement.

5.8. Anti-Lobbying

- 5.8.1. Vendor shall certify to Utility that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

5.9. Domestic Preference for Procurements

- 5.9.1. As appropriate and to the extent consistent with law, Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

5.10. Termination of Vendor Agreements

- 5.10.1. The termination of a Vendor Agreement by either Party shall release APPA from the obligation to make payments for Products and Services incurred since the date of termination.
- 5.10.2. Utility may terminate a Vendor Agreement for convenience if it believes, in its sole discretion, that it is in the best interest of the Utility to do so, by providing thirty (30) day advance written notice to Vendor according to the procedures established in the Vendor Agreement.

5.10.3. Either Party may terminate a Vendor Agreement for cause as the result of a material breach of the Agreement by the other Party. Termination for cause shall be effective immediately upon receipt of written notice to the other Party according to the procedures established in the Vendor Agreement.

## 6. Miscellaneous

### 6.1. Language of Agreement.

6.1.1. All communications, correspondences, and notices provided or to be provided pursuant to this Subaward, shall be made in the English language.

### 6.2. Limitation of Liability.

6.2.1. Except for third party indemnity obligations described in this Subaward, neither party shall be liable (whether in contract, tort, negligence, strict liability, statutory liability, or otherwise) to the other for incidental, consequential, or indirect damages, including lost profits, lost revenue(s), or lost goodwill, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

### 6.3. Entire Agreement.

6.3.1. This Subaward, including without limitation any Exhibits hereto that are incorporated by reference herein, shall constitute the entire agreement between Utility and APPA and shall supersede any other agreements, either oral or written, between Utility and APPA.

### 6.4. Counterparts

6.4.1. This agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which shall together constitute only one agreement between the Parties. The signatures of all Parties need not be on the same counterpart for valid execution.

### 6.5. No Construction Against Drafter

6.5.1. This Subaward was drafted and reviewed jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

### 6.6. Assignment.

6.6.1. This Subaward may not be assigned by either Utility or APPA. Neither Utility nor APPA may delegate any of its obligations under this Subaward without the prior written consent of the other.

6.6.2. Nothing in this Subaward (whether express or implied) is intended to confer upon any person or entity other than APPA and Utility and their respective successors and permitted assigns, any rights or remedies under or by reason of this Subaward.

6.7. Severability.

6.7.1. If any provision of this Subaward is held invalid or unenforceable by a court of law or competent arbitrator, the remaining provision(s) will be enforced to the maximum extent possible. In such event, the remainder of this Subaward shall continue in full force and effect.

6.8. No Waiver.

6.8.1. In the event that Utility or APPA fails to enforce any provision of this Subaward, the failure shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Subaward will not constitute a waiver of any other part or sub-part. Any waiver made hereunder shall only be valid if set forth in a writing signed by the Parties hereto.

6.9. Headings.

6.9.1. Headings under this Subaward are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Subaward.

6.10. Force Majeure.

6.10.1. Neither Utility or APPA shall be liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, epidemic, pandemic, acts of civil authorities, acts of military authorities, terrorism, cyberattacks, riots, embargoes, acts of nature, and natural disasters.

6.11. Binding Effect.

6.11.1. Utility and APPA each warrant that its signatory of this Subaward has the unencumbered right to enter into this Subaward on its behalf. This Subaward shall be binding upon and shall inure to the benefit of Utility and APPA and their respective successors and permitted assigns.

6.12. Termination.

6.12.1. Utility may terminate this Subaward prior to Utility executing any contract with Vendor(s) relating to Funded Scopes identified in Section 2.1 by written notice to APPA.

6.12.2. If Utility terminates this Subaward after APPA distributes funds for services under the Funded Scopes, Utility shall be responsible for repayment of any or all funds Utility has received from APPA except for Legal Services relating to Utility's execution of applicable contracts under the Funded Scopes.

6.12.3. In the event that Vendor or Utility terminates a Vendor Agreement, Utility shall promptly provide written notice to the APPA. Upon receipt of such notice, the applicable Funded Scope(s) shall terminate and APPA shall only reimburse Vendor for the work performed by Vendor and accepted by Utility prior to the date of the termination.

6.12.4. If APPA terminates this Subaward before the scheduled Project End Date through no fault of Utility, APPA shall pay for costs incurred by Vendor(s) for services that Vendor(s) provided under the Funded Scopes before the termination date.

6.12.5. APPA shall maintain the ownership of Anonymized Data up to the date of termination in the event

that this Subaward is terminated by either APPA or Utility pursuant to Section 6.10.1, 6.10.2, and 6.10.3 above.

6.13. Insurance.

6.13.1. Utility must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired with Federal funds as provided to property owned by the recipient.

6.14. Notice.

6.14.1. Any notice, demand, or request provided for in this Subaward shall be in writing and shall be deemed properly served, given, or made if delivered in person or sent by courier service providing next-day delivery or sent by United States mail, registered or certified, postage paid, to the person and to the address specified below:

If to City of Ocala: Daphne M. Robinson, Contracting Officer of  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, FL 34474

With Copy to: William E. Sexton, City Attorney  
City of Ocala  
110 SE Watula Avenue, Third Floor  
Ocala, FL 34474

If to [Utility] Attn: [Enter]  
[Address]

If to APPA: Principal Investigator DE-CR0000007  
American Public Power Association  
2451 Crystal Drive Suite 1000  
Arlington, VA 22202  
otcyberdefense@publicpower.org

If sent by mail, notices shall be effective three (3) business days after deposit in the mail. If hand-delivered, notices shall be effective upon delivery. Either APPA or Utility may, at any time, by notice to the other pursuant to this Section, change the designation or address of the person specified as the one to receive notices.

## 7. Revision Controls

7.1. Changes, Modifications, Amendments.

7.1.1. This Subaward may only be changed, modified, and/or amended by the signed written consent of both Parties. To the extent any part or sub-part of such a modified Subaward is held ineffective or invalid by a court of law or competent arbitrator, both Parties agree that the prior, effective version of this Subaward shall be considered enforceable and valid to the fullest extent, subject to Section 6.5.1 of this Subaward.

7.2. Revision Control Log

- 7.2.1. Any changes, modifications, and/or amendments to this Subaward shall be memorialized in “**Exhibit 9**” (“Revision Control Log”).

8. References and Attachments

8.1. Incorporated by reference into this Subaward

- 8.1.1. Scope(s) of Work for Funded Scopes (“**Exhibit 1**”)  
8.1.2. Special Clauses (“**Exhibit 2**”)  
8.1.3. Certificate of Assurance (“**Exhibit 3**”)  
8.1.4. DOE Assistance Agreement Terms and Conditions (“**Exhibit 4**”)  
8.1.5. APPA Data Management Plan Version 3 July 1, 2025 (“**Exhibit 5**”)  
8.1.6. APPA Non-Disclosure Agreement (“**Exhibit 6**”)  
8.1.7. Utility Certification (“**Exhibit 7**”)  
8.1.8. SF-428 Tangible Personal Property Report 06/30/20 (“**Exhibit 8**”)  
8.1.9. Revision Control Log (“**Exhibit 9**”)  
8.1.10. The provisions of 2 C.F.R. Part 200 and 2 C.F.R. Part 200 Appendix II, as modified by 2 C.F.R. 910, to the extent applicable to APPA, Utility, and/or Vendor.

*\*\*\*SIGNATURE PAGE FOLLOWS\*\*\**

American Public Power Association

By: \_\_\_\_\_

Name: Scott Corwin

Title: President and CEO

Date:

City of Ocala

By: \_\_\_\_\_

Name: [enter]

Title: [enter]

Date: [enter]

# **Exhibit 1**

DE-CR0000007

## **Scope(s) of Work for Funded Scopes**

### **City of Ocala**

This Exhibit 1 is incorporated into the Subaward between American Public Power Association (“APPA”) and City of Ocala (“Utility”). The Utility agrees to include language substantially similar to the following language for each funded scopes of work in its contracts with vendors (the “Vendor Agreement”).

#### Goals and Expected Benefits to be Derived

1. Reduced cybersecurity risk by increasing internal visibility into OT networks
2. Reduced cybersecurity risk by sharing data with external parties

#### 2. Vendor Selection Criteria and Detailed Rationale

##### 2.1. Dragos Deployment

The City of Ocala participated in a detailed request for proposal (RFP) and reviewed several vendor cybersecurity solutions specific to operations technology and industrial control systems. Based upon the results of the RFP, the City of Ocala chose Dragos to provide OT monitoring based upon the following rationale:

1. Dragos is sourced in the USA and better aligns with the needs of the cybersecurity needs of US based critical infrastructure entities. Also, it better aligns with the White House Executive Order on Improving the Nation’s Cybersecurity.
2. Dragos does not use 3<sup>rd</sup> party companies to supply its solution and therefore is a "one-stop shop" to not only source their software and hardware solution but also their technical support and incident response teams, which makes it essential to support their product and help in incidents where their expertise is crucial in forensic analysis. Dragos focus on ICS sets them apart from other vendors with the specific modules for network visibility, ICS asset management, and ICS vulnerability management.
3. Dragos has established itself as a leader in critical infrastructure cybersecurity solution provider and it focuses on the ICS critical infrastructure businesses, dedicating itself to the improvement of OT networks.
4. Dragos Neighborhood Keeper offers real-time analysis of emerging threats and early warning alerting that uses correlation information from other utilities to detect anomalies that could potentially affect more than one specific entity.
5. OT Cybersecurity Technology, Deployment Services, Security Operations Services, Information Sharing:
  1. Technology can be integrated with or supplemented by our other technologies to fill in gaps in our technology's capabilities.
  2. Technology can share information that aligns with our needs.
  3. Technology complies with our network architecture.
  4. Technology has a direct and positive impact to our security strategy.
  5. Technology meets our criteria with respect to Six Advanced Technologies.

6. Technology meets our criteria with respect to DOE CESER Considerations for ICS/OT Cybersecurity Monitoring Technologies.
7. Technology provides out-of-the-box features that meets our requirements.
8. Technology provides the level of interoperability to interface with our other technologies within our existing infrastructure.
9. Technology provides the level of reliability that aligns with our needs.
10. Technology user-interface is intuitive and easy-to-understand for our easy adoption.
11. Technology will evolve over the next 3-5 years as our security objectives evolve.
12. Technology's built-in security of the technology itself provides the level of protection needed.
13. Technology meets our needs to share anonymized data outside vendor community.
14. Technology meets our needs to share anonymized data with Government entities.
15. Technology meets our needs to share anonymized data within vendor community.
16. Technology offers virtual sensors or virtual architecture.
17. Vendor is pursuing additional features to be incorporated into the solution.
18. Vendor offers on-site data store.
19. Vendor offers a SOC (Security Operations Center) monitoring and alerting capabilities as a part of their on-prem or off-prem solutions.
20. Vendor offers an off premises (hosted) solution.
21. We have prior experience with Vendor.
22. Vendor understands our requirements.
23. Vendor has the ability to execute within our environment and our capabilities 24. Vendor references meet our criteria.
25. Vendor continuously improves the product that aligns to our needs.
26. Vendor meets our criteria for vendor qualifications and experience.
27. Vendor provided the necessary information needed to make an informed decisions that meets our needs.
28. Vendor provides the level of client service that meets and/or aligns with our needs.
29. Vendor provides the level of expertise and information necessary for us to successfully deploy, operate, and maintain the technology.
30. Vendor cost for ongoing support and licensing is acceptable.
31. Vendor ownership meets our criteria with respect to US Entity and foreign ties to software development.
32. Vendor's Contractual Terms, Conditions and Payment and invoicing methods meet our criteria.
33. Vendor fee Structure or Costs, Pricing/Pricing Models are acceptable.
34. Vendor has strong financial backing.

## 2.2. Schweitzer Engineering Laboratories, Inc Network Infrastructure

Replacement switches from same manufacturer (Schweitzer Engineering Laboratories, SEL)

1. SEL Software Defined Networking (OT SDN) switches will provide an unparalleled level of network security and efficient way to gather and transmit suspicious network traffic to Dragos.

2. SEL's solution prioritizes network security, situational awareness, reliability, and high-speed performance for critical processes. OT SDN also simplifies data collection for NERC CIP compliance.

## 9. Detailed Scope of Work

### Table 1

Rev	Vendor	Scope of Work	Item	Quantity	Unit Price	Term (Months)	Amount	Expense Method	Invoicing Method	Task	Payer	Notes
0	Schweitzer Engineering Laboratories, Inc.	OT Network/Information Technology Infrastructure (OT-IT)	SEL-2742S Software-Defined Network Switch	2	\$2,542.63		\$5,085.26	Equipment	Fixed Price upon completion	5	Utility	
1	Schweitzer Engineering Laboratories, Inc.	OT Network/Information Technology Infrastructure (OT-IT)	SEL-2740S Software-Defined Network Switch	15	\$3,234.71		\$48,520.65	Equipment	Fixed Price upon completion	5	Utility	
1	Schweitzer Engineering Laboratories, Inc.	OT Network/Information Technology Infrastructure (OT-IT)	SEL-2740S Software-Defined Network Switch	4	\$3,234.71		\$12,938.84	Equipment	Fixed Price upon completion	5	Utility	
0	Dragos, Inc.	OT Cybersecurity Technology (OT)	Dragos SiteStore Model STS-500-E	1	\$26,000.00		\$26,000.00	Equipment	Fixed Price upon completion	5	APPA	
0	Dragos, Inc.	OT Cybersecurity Technology (OT)	Dragos SiteStore Subscription License STS-500-E	1	\$833.33	24	\$20,000.00	Contractual	Fixed Price at start of term	5	APPA	
0	Dragos, Inc.	OT Cybersecurity Technology (OT)	Dragos Virtual Sensors Model NS-1000-VM	2	\$0.00		\$0.00	Equipment	Fixed Price upon completion	5	APPA	
0	Dragos, Inc.	OT Cybersecurity Technology (OT)	Dragos Sensors Subscription License NS-1000-VM	2	\$1,500.00	24	\$72,000.00	Contractual	Fixed Price at start of term	5	APPA	
0	Dragos, Inc.	OT Cybersecurity Technology (OT)	Dragos Hardware Sensors Model NS-1000-E	3	\$13,000.00		\$39,000.00	Equipment	Fixed Price upon completion	5	APPA	
0	Dragos, Inc.	OT Cybersecurity Technology (OT)	Dragos Sensors Subscription License NS-1000-E	3	\$1,500.00	24	\$108,000.00	Contractual	Fixed Price at start of term	5	APPA	
0	Dragos, Inc.	Deployment Services	Dragos Service – Remote Deployment & Installation Costs up to 6 sensors	1	\$10,000.00		\$10,000.00	Contractual	Fixed Price upon completion	5	APPA	
0	Dragos, Inc.	Security Operations (OT-SOC)	Dragos OT Watch subscription NS-1000-E	3	\$500.00	24	\$36,000.00	Contractual	Fixed Price at start of term	5	APPA	
0	Dragos, Inc.	Security Operations (OT-SOC)	Dragos OT Watch subscription NS-1000-VM	2	\$1,125.00	24	\$54,000.00	Contractual	Fixed Price at start of term	5	APPA	
0	Dragos, Inc.	Information Sharing	Dragos Neighborhood Keeper Program	1	\$0.00		\$0.00	Equipment	NA	5	APPA	Included with Dragos Platform

2	Dragos, Inc.	Other	Dragos Taxes	1	\$0		\$0	Equipment	Fixed Price upon completion	5	APPA	Not charged
2	Dragos, Inc.	Security Operations (OT-SOC)	Dragos Platform Service Add-On-OT Watch Complete 3- 5 Sensors (PLAT OTWCOMPLETE)	1	\$2,500.00	22	\$55,000	Contractual	Fixed Price at start of term	5	APPA	Q-28873-1

## 10. Funded Scopes

### 10.1. Legal Services - Not Funded

### 10.2. Network Infrastructure

#### Description

#### 1. Upgrade existing network infrastructure

#### 10.2.1. Scope of work

1. Obtain SEL network infrastructure
2. Deploy SEL network infrastructure

#### 10.2.2. Acceptance criteria

1. The network infrastructure components perform as specified in contract
2. Work is in accordance with contract
3. Vendor's Site Acceptance Test (SAT) completed and acceptable
4. Work is completed and appropriately indicated in Utility work management system
5. System is operational
6. No open change orders or defect reports

### 10.3. OT Cybersecurity Technology

#### Description

#### 1. Obtain OT Cybersecurity technologies

#### 10.3.1. Scope of work

1. Obtain Dragos OT Cybersecurity technologies
2. Operationalize Dragos OT Cybersecurity technologies
3. Support deployed Dragos OT Cybersecurity technologies

#### 10.3.2. Acceptance criteria

1. The technologies perform as specified in contract
2. Work is in accordance with contract
3. Vendor's Site Acceptance Test (SAT) completed and acceptable

4. Work is completed and appropriately indicated in Utility work management system
5. System is operational
6. No open change orders or defect reports

#### 10.3.3. Acceptance criteria for OT Cybersecurity Technology

1. Technology built for industrial control system (“ICS”) networks with integration compatibility with ICS protocols and communications
2. Technology provides sensor-based continuous network cybersecurity monitoring, detection, and facilitate response capabilities for ICS/OT (i.e., the technology is ICS focused and already understands ICS communications, such as deep packet inspection capabilities for ICS protocols)
3. Technology software has a collective-defense capability/framework to allow the sharing of insights and detections rapidly with the federal government, participants, and trusted organizations, such as relevant information sharing and analysis centers (“ISACs”)/information sharing and analysis organizations (“ISAOs”). Data and insights collected must be sharable across the Federal government, to the greatest extent possible, and should be compatible with other sector sensing partnerships
4. Technology does not collect or store sensitive data off the participants’ site (e.g., perform analysis at the edge); however, certain insights or analysis outputs, such as whether a threat was present and relevant indicators of compromise, may be stored off premises
5. Technology protects or anonymizes participant identity and ensure that risks and vulnerability information are not inadvertently disclosed between participants unless explicitly authorized by the participating entity
6. Technology allows for centralized queries and correlation. Sensitive information that contextualizes anomalies that may indicate adversary presence may be stored off premises for analysis
7. Technology allows for short-term (minimum of one (1) year) on-site storage of raw data so new insights or detections can be retroactively applied to full data sets as needed
8. Technology is passive in its deployment, using isolation technologies to ensure that the technology itself cannot be used as a vector for adversaries to gain access into sensitive ICS networks
9. The ICS sensing technology is capable of working with correlation and aggregation technologies to allow for OT/Information Technology (“IT”) sensing cross correlation and analysis
10. Technology has the capability of baselining normal ICS operations and can compare/detect abnormal operations from a known good baseline
11. Data at rest is cryptographically protected, (e.g., leverage National Institute of Standards and Technology Federal Information Processing Standards (NIST FIPS) 140-3 certified cryptology to protect the data)
12. Technology has the capability to detect known unauthorized remote access operations
13. Technology has the capability to detect unauthorized movement from the IT to the OT environment including via non-Internet Protocol (“IP”) communication pathways
14. Technology has the capability to detect unauthorized network activity and actions consistent with the MITRE ATT&CK for ICS framework including detecting potential tactics that may be used for disruptive or destructive actions
15. Technology has analytic and detection capabilities, which are dynamically updatable leveraging timely, validated, and trusted external or internal threat intelligence

16. Technology has the capability to detect access credential misuse
17. Technology to identify violations of implemented application allow listing policies enforced on IT and OT systems
18. The system shall utilize artificial intelligence to identify anomalies, reduce false positives, and update OT assets
19. The system shall provide for advanced analytics to enable the user to identify the systems when and where compromised
20. The system shall employ autonomous defense solutions at remote endpoints to protect against in-band and out-of-band attacks. This includes hardware, firmware, or software that protects, defends, or hardens deployed OT

#### 10.4. Engineering Services - Not Funded

#### 10.5. Deployment Services

##### Description

1. Deploy OT Cybersecurity Technology at Utility site(s)

##### Scope of Work

1. Deploy Dragos OT Cybersecurity Technology described in Section

##### 10.5.1. Acceptance criteria

1. The technologies perform as specified in contract
2. Work is in accordance with contract
3. Vendor's Site Acceptance Test (SAT) completed and acceptable
4. Work is completed and appropriated indicated in Utility work management system
5. System is operational
6. No open change orders or defect reports

#### 10.6. Threat Feeds Services - Not Funded

#### 10.7. Security Operations Services

##### Description

1. Security Operations Services

##### Scope of work

1. Provide Dragos OT Watch Monitoring

##### 10.7.1. Acceptance criteria

1. Services Level Agreements are established and met

#### 10.8. Information Sharing Services

##### Description

1. Information Sharing Services

Scope of work

2. Provide Dragos Neighborhood Keeper Information Sharing Services

10.8.1. Acceptance criteria

1. The technologies perform as specified in contract
2. Work is in accordance with contract
3. Vendor's Site Acceptance Test (SAT) completed and acceptable
4. Work is completed and appropriated indicated in Utility work management system
5. System is operational

10.9. Incident Response Services - Not Funded

10.10. Training - Not Funded

10.11. Other Services - Not Funded

11. Reporting

1. Utility shall provide a Quarterly Progress Report to APPA identifying progress towards defined acceptance criteria under applicable Funded Scopes no later than 15 days of the end of the quarter or the project conclusion
2. Vendor shall provide a Quarterly Progress Report to Utility and APPA identifying progress towards defined acceptance criteria under applicable Funded Scopes no later than 10 days of the end of the quarter or the project conclusion

6. Closeout

1. Utility to notify APPA when each Funded Scope is completed, all requirements have been satisfied, and all invoicing and payments have been completed

## **Exhibit 2**

### **DE-CR0000007**

### **Special Clauses**

### **City of Ocala**

Utility Special Clauses are incorporated as Exhibit 2 to the Subaward between American Public Power Association (“APPA”) and City of Ocala (“Utility”).

#### **1. Indemnification**

- 1.1** Indemnification by Utility. Utility shall indemnify, and hold harmless the American Public Power Association (APPA) and all its officers, directors, managers, agents, and representatives, and the Department of Energy (DOE) with respect to Utility’s direct cause of accidents, bodily injury, illness, breach of contract, cyber or physical security incident, including without limitation any data breach, or inadvertent or intentional release of secret, confidential, and/or proprietary information, or any other damages or loss directly caused by Utility. Utility’s obligation to indemnify APPA and DOE under this agreement shall not constitute a waiver of sovereign immunity by Utility beyond the limits set forth in section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Utility to indemnify APPA or DOE for APPA’s negligent, willful, or intentional acts or omissions. Nothing in this provision or in the Subaward shall be construed to: (i) to abrogate the full scope of the limits on DOE’s liability available under all applicable law, or (ii) to constitute any agreement on behalf of DOE to any joint and several liability whatsoever.
- 1.2** Indemnification by Vendor. Vendor shall indemnify, defend, and hold harmless APPA, the City of Ocala, and all of their respective officers, directors, managers, agents, and representatives, and DOE with respect to accidents, bodily injury, illness, breach of contract, cyber or physical security incident, including without limitation any data breach, or inadvertent or intentional release of secret, confidential, and/or proprietary information, or any other damages or loss, or with respect to any claims arising out of any activities undertaken with the financial support of the APPA or DOE subsidy using Cooperative Agreement funds, whether with respect to persons or property of Vendor or third parties. Nothing in this provision or in the Subaward shall be construed to: (i) to abrogate the full scope of the limits on DOE’s liability available under all applicable law, or (ii) to constitute any agreement on behalf of DOE to any joint and several liability whatsoever.
- 1.3** Indemnification for Non-Payments. In the event that Vendor disputes APPA’s determination of nonpayment of a Vendor invoice and files a claim against APPA for payment, if APPA succeeds in such claim, Utility agrees to indemnify and hold harmless APPA and all its officers, directors, managers, agents, and representatives from such Vendor claim; provided, however, such indemnity and hold harmless obligation of Utility is contingent upon a final judgment or other order or ruling in favor of APPA, after all appellate opportunities or proceedings are concluded, exhausted, or precluded by the passage of time; provided, further, Utility has no indemnity and

hold harmless obligations for APPA's withholding or denying payment upon Utility's confirmation of an invoice(s) pursuant to Section 2.5.1 of the Subaward.

## 2. Jurisdiction, Venue, and Choice of Law

This Subaward shall be governed by federal law, without regard to any state's conflict of laws provisions. Any dispute arising out of this Subaward shall be heard by the United States District Court, Middle District of Florida, Ocala Division, to the extent allowed by the Federal Rules of Civil Procedure. . If federal courts do not have jurisdiction, disputes shall be heard by the courts of record for the State of Florida in and for Marion County, Florida. Utility hereby waives the right to any objection of venue, including assertion of the doctrine of forum non-conveniens or similar doctrine. Nothing in this provision shall bind nor limit the rights of DOE regarding governing law and venue, in the event of a dispute with DOE, and DOE reserves all its rights with respect to these matters under all applicable laws.

## 3. Confidentiality and Non-Disclosure

Notwithstanding the foregoing, APPA understands that Utility is a Florida municipal corporation which owns and operates Ocala Electric Utility as part of its public utility and all official information sharing is governed by Chapter 199, Florida Statutes, known as the "Florida Public Records Act," and s. 24(a), Article I of the Florida Constitution. However, sections 119.0713(4)(a) and (5)(a), Florida Statutes, specifically provide that records including proprietary confidential business information related to the security of the technology, processes, or practices of a utility are exempt from public disclosure requirements if the disclosure of such information would (a) facilitate the alteration, disclosure, or destruction of data or information technology resources; (b) facilitate unauthorized access to, and alteration or destruction of, systems in a manner that would adversely impact the safe and reliable operation of the systems and the utility. APPA understands that the disclosure of provisions set forth in this Subaward apply to the disclosure of the protected information that is exempt from the Florida Public Records Act disclosure and in no shape or manner shall this Subaward supersede the provisions of the Florida Public Records Act.

**Exhibit 3**  
**DE-CR0000007**  
**Certificate of Assurance**  
**City of Ocala**

This Certificate of Assurance Form is incorporated as Exhibit 3 to the Subaward between American Public Power Association (“APPA”) and City of Ocala (“Utility”).

Utility hereby confirms and provides assurance that:

1. The process undertaken by the Utility to solicit the subaward/subcontract with Schweitzer Engineering Laboratories, Inc. and Dragos Inc. (if one entity, “Vendor”, or if more than one entity, collectively “Vendors”) is in compliance with the Department of Energy’s written procurement procedures as set forth in 2 CFR 200.318.
2. No planned, actual, or apparent conflict of interest exists between APPA and Utility and Utility is in compliance with APPA’s written standards of conduct.
3. Utility and Vendor(s) are not designated by any federal or state entity as debarred or suspended entities.
4. Utility has flowed down to Vendor(s) through the respective Vendor Agreement(s) (i.e., subaward(s)/subcontract(s)) all award provisions in the Subaward, including applicable incorporations by reference thereto, that impose obligations or requirements on Vendor(s).
5. Utility demonstrates desired maturity of its Cybersecurity Program in accordance with APPA CDC defined methodology to vet possible candidates based on various criteria and ability to deploy, operate, and maintain operational technology (“OT”) security solutions successfully:
  - a. Utility has sufficient executive management support.
  - b. Utility has applicable resources available and committed to this program.
  - c. Utility has qualified personnel to deploy, operate, and maintain the technologies obtained for this program.
  - d. Utility has identified an applicable deployment window to complete the work during the period of performance of the subaward.
6. Utility demonstrates by completing the APPA Cybersecurity Scorecard or comparable capability measure, a determined level of capability prior to deployment of sensors.
7. The process undertaken by the utility for equipment is in compliance with in 2 CFR 200.313.

**Exhibit 4**

## DE-CR0000007

# DOE CESER Assistance Agreement Terms and Conditions

### SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND COOPERATIVE AGREEMENTS

5

LEGAL AUTHORITY AND EFFECT (JUNE 2015).....5

RESOLUTION OF CONFLICTING CONDITIONS.....5

### AWARD AGREEMENT TERMS AND CONDITIONS (DECEMBER 2014) (NETL – AUGUST 2017) 5

CONFERENCE SPENDING (FEBRUARY 2015) .....5

PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDOR  
INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS) .....5

REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS 6

USE OF PROGRAM INCOME - ADDITION .....6

STATEMENT OF FEDERAL STEWARDSHIP .....6

STATEMENT OF SUBSTANTIAL INVOLVEMENT .....6

SITE VISITS..... 8

REPORTING REQUIREMENTS (APRIL 2018) .....8

PUBLICATIONS ..... 8

FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS .....8

INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION .....8

NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD (DECEMBER 2014) 9

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

9

INSURANCE COVERAGE (DECEMBER 2014).....9

EQUIPMENT (DECEMBER 2014) .....10

SUPPLIES (DECEMBER 2014)..... 10

INTANGIBLE PROPERTY (DECEMBER 2014).....10

PROPERTY TRUST RELATIONSHIP (DECEMBER 2014).....10

INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP .....11

PERFORMANCE OF WORK IN UNITED STATES .....11

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION .....11

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS.....13

FINAL INCURRED COST AUDIT (DECEMBER 2014).....15

LOBBYING RESTRICTIONS (MARCH 2012) .....15

CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014) .15

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015) .....15  
DATA MANAGEMENT PLAN (SEPT 2015) .....16  
REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015) 18  
CATEGORICAL EXCLUSION (CX)..... 19  
SUBAWARD/SUBCONTRACT CHANGE NOTIFICATION..... 19  
FOREIGN NATIONAL ACCESS – UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM  
(MAY 2020) ..... 20  
GO/NO-GO DECISION.....21

SPECIAL TERMS AND CONDITIONS FOR USE IN MOST GRANTS AND  
COOPERATIVE AGREEMENTS LEGAL AUTHORITY AND EFFECT  
(JUNE 2015)

(a) A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

(b) Recipients are free to accept or reject the award. A request to draw down DOE funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

### 1. RESOLUTION OF CONFLICTING CONDITIONS

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this award must be referred to the DOE Award Administrator for guidance.

### 2. AWARD AGREEMENT TERMS AND CONDITIONS (DECEMBER 2014) (NETL – AUGUST 2017)

This award/agreement consists of the Assistance Agreement cover page, plus the following:

- a. Special terms and conditions.
- b. Attachments:

<u>Attachment No.</u>	<u>Title</u>
1	Intellectual Property Provisions
2	Statement of Project Objectives
3	Federal Assistance Reporting Checklist
4	Budget Pages

- c. Applicable program regulations N/A
- d. DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- e. Federal-Wide Research Terms and Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtc/index.jsp>
- f. Application/proposal as approved by DOE.
- g. National Policy Assurances to Be Incorporated as Award Terms in effect on date of award at <https://www.nsf.gov/awards/managing/rtc.jsp>.

### 3. CONFERENCE SPENDING (FEBRUARY 2015)

The recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed \$20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

#### 4. PAYMENT PROCEDURES - REIMBURSEMENT THROUGH THE AUTOMATED CLEARING HOUSE (ACH) VENDOR INQUIRY PAYMENT ELECTRONIC REPORTING SYSTEM (VIPERS)

a. Method of Payment. Payment will be made by reimbursement through ACH.

b. Requesting Reimbursement. Requests for reimbursements must be made electronically through Department of Energy's Oak Ridge Financial Service Center (ORFSC) VIPERS. To access and use VIPERS, you must enroll at <https://vipers.doe.gov>. Detailed instructions on how to enroll are provided on the web site.

For non-construction awards, you must submit a Standard Form (SF) 270, "Request for Advance or Reimbursement" at <https://vipers.doe.gov> and attach a file containing appropriate supporting documentation. The file attachment must show the total

federal share claimed on the SF 270, the non-federal share claimed for the billing period if cost sharing is required, and cumulative expenditures to date (both Federal and non-Federal) for each of the following categories: salaries/wages and fringe benefits; equipment; travel; participant/training support costs, if any; other direct costs, including subawards/contracts; and indirect costs. For construction awards, you must submit a SF 271, "Outlay Report and Request for Reimbursement for Construction Programs," through VIPERS.

c. Timing of submittals. Submittal of the SF 270 or SF 271 should coincide with your normal billing pattern, but not more frequently than every two weeks. Requests for reimbursement must be limited to the amount of disbursements made during the billing period for the federal share of direct project costs and the proportionate share of any allowable indirect costs incurred during that billing period.

d. Adjusting payment requests for available cash. You must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from DOE/NNSA.

e. Payments. The DOE approving official will approve the invoice as soon as practicable but not later than 30 days after your request is received, unless the billing is improper. Upon receipt of an invoice payment authorization from the DOE approving official, the ORFSC will disburse payment to you. You may check the status of your payments at the VIPER web site. All payments are made by electronic funds transfer to the bank account identified on the ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881) that you filed.

#### 5. REBUDGETING AND RECOVERY OF INDIRECT COSTS - REIMBURSABLE INDIRECT COSTS AND FRINGE BENEFITS

a. If actual allowable indirect costs are less than those budgeted and funded under the award, you may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government's share of total allowable costs (i.e., direct and indirect), is less than the total costs reimbursed, you must refund the difference.

b. Recipients are expected to manage their indirect costs. DOE will not amend an award solely to provide additional funds for changes in indirect cost rates. DOE recognizes that the inability to obtain full reimbursement for indirect costs means the recipient must absorb the underrecovery. Such underrecovery

may be allocated as part of the organization's required cost sharing.

## 6. USE OF PROGRAM INCOME - ADDITION

If you earn program income during the project period as a result of this award, you may add the program income to the funds committed to the award and use it to further eligible project objectives.

## 7. STATEMENT OF FEDERAL STEWARDSHIP

DOE/NNSA will exercise normal Federal stewardship in overseeing the project activities performed under this award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the award objectives have been accomplished.

## 8. STATEMENT OF SUBSTANTIAL INVOLVEMENT

There will be substantial involvement between the DOE and the Recipient during performance of this Cooperative Agreement.

**Recipient's Responsibilities.** The Recipient is responsible for:

- Performing the project activities supported by the award in accordance with the Statement of Project Objectives and Project Management Plan, including providing the required personnel, facilities, equipment, supplies and services.
- Managing and controlling project activities in accordance with its own established processes and procedures to ensure tasks and subtasks are completed within schedule and budget constraints defined by the current Project Management Plan.
- Implementing an approach to identify, analyze, and respond to project risks that is commensurate with the complexity of the project.
- Defining and revising approaches and plans, submitting the plans to DOE for review, and incorporating DOE comments.
- Coordinating related project activities with team members and external stakeholders to ensure effective integration of all work elements.
- Attending periodic program review meetings and reporting project status.
- Submitting technical reports and addressing DOE comments.
- Presenting the project results at appropriate technical conferences or meetings as directed by the DOE Project Officer (number of conferences/meetings shall be determined by the Project Officer).

**DOE Responsibilities.** DOE is responsible for:

- Reviewing project plans, including as required: project management, testing,

cybersecurity, interoperability, data management, and technology transfer/commercialization plan in a timely manner then recommending alternate approaches if the plans do not address critical programmatic objectives.

- Participating in project management planning activities with the Recipient, including risk analysis, to ensure DOE program requirements or limitations are considered in performance of the SOPO tasks.
- Conducting periodic reviews to ensure adequate progress and that the work accomplishes the program and project objectives. Recommending alternate approaches or shifting work emphasis, if needed.
- Integrating, coordinating, and redirecting the work effort to ensure that project activities address programmatic goals established by the DOE Cybersecurity for Energy Delivery Systems Program.
- Reviewing and approving go/no-go decision points in a timely manner to authorize the continuation of project work.
- Reviewing scientific/technical reports to ensure programmatic needs and the requirements of the Financial Assistance award instrument, including intellectual property rights, are satisfied and providing comments to the Recipient in a timely manner.
- Promoting and facilitating technology transfer activities, including disseminating program results through presentations and publications.
- Serving as scientific/technical liaison between recipients and other DOE programs.
- Participating in major project decision-making processes associated with:
  - Establishing performance goals, metrics, and data requirements;
  - Developing a strategy for dissemination of results and lessons learned;
  - Preliminary plans, documents, designs, and/or functional specifications;
  - Serving as the liaison between the Recipient and other agencies and organizations;
  - Deciding on open source software strategy and distribution plans;
  - Review of potential environmental impacts and mitigation options considered under National Environmental Policy Act (NEPA);
  - Determining testing and demonstration performance expectations and developing baseline metrics and performance goals prior to demonstrating developed technologies and systems.

## 9. SITE VISITS

DOE/NNSA's authorized representatives have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. You must provide, and must require your subrecipients to provide, reasonable access to facilities, office space, resources, and assistance for the safety and convenience of the government representatives 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 work.

## 10. REPORTING REQUIREMENTS (APRIL 2018)

- a. Requirements. The reporting requirements for this award are identified on the Federal Assistance Reporting Checklist, DOE F 4600.2, attached to this award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.
- b. Dissemination of scientific/technical reporting products. Reporting project results in scientific and technical information (STI) publications/products to the DOE Office of Scientific and Technical Information (OSTI) ensures dissemination of research results to the public as well as preservation of the results. The DOE form F 4600.2, B. Scientific/Technical Reporting, has instructions for the DOE Energy Link (E-Link) system managed by OSTI. Scientific/technical reports and other STI products submitted under this award will be disseminated publicly on the Web via OSTI.GOV (<https://www.osti.gov>), unless the STI contains patentable material, protected data, or SBIR/STTR data, which must be indicated per instructions in DOE 4600.2.
- c. Restrictions. STI products submitted to the DOE via E-link must not contain any Protected Personally Identifiable Information (PII), classified information, information subject to export control classification, or other information not subject to release.

## 11. PUBLICATIONS

- a. You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.
- b. An acknowledgment of Federal support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number DE- CR0000007."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

## 12. FEDERAL, STATE, AND MUNICIPAL REQUIREMENTS

You must obtain any required permits and comply with applicable federal, state, and municipal laws, codes, and regulations for work performed under this award.

## 13. INTELLECTUAL PROPERTY PROVISIONS AND CONTACT INFORMATION

- a. The intellectual property provisions applicable to this award are provided as an attachment to this award or are referenced on the Assistance Agreement Face Page. A list of all intellectual property provisions may be found at <http://energy.gov/gc/standard-intellectual-property-ip-provisions-financial-assistance-awards>
- b. Questions regarding intellectual property matters should be referred to the DOE Award Administrator and the Patent Counsel designated as the service provider for the DOE office that issued the award. The IP Service Providers List is found at <http://energy.gov/gc/downloads/intellectual-property-ip-service-providers-acquisition-and-assistance-transactions>

## 14. NATIONAL SECURITY: CLASSIFIABLE RESULTS ORIGINATING UNDER AN AWARD (DECEMBER 2014)

This award is intended for unclassified, publicly releasable research. You will not be granted access to classified information. DOE/NNSA does not expect that the results of the research project will involve classified information. Under certain circumstances, however, a classification review of information originated under the award may be required. The Department may review research work generated under this award at any time to determine if it requires classification.

b. Executive Order 12958 (60 Fed. Reg. 19,825 (1995)) states that basic scientific research information not clearly related to the national security shall not be classified. Nevertheless, some information concerning (among other things) scientific, technological, or economic matters relating to national security or cryptology may require classification. If you originate information during the course of this award that you believe requires classification, you must promptly:

1. Notify the DOE Project Officer and the DOE Award Administrator;
2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P.O. Box A; Germantown, MD 20875-0963, for classification review.
3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 30 days after receipt by the Director, Office of Classification and Information Control.

c. If you originate information concerning the production or utilization of special nuclear material (i.e., plutonium, uranium enriched in the isotope 233 or 235, and any other material so determined under section 51 of the Atomic Energy Act) or nuclear energy, you must:

1. Notify the DOE Project Officer and the DOE Award Administrator;
2. Submit the information by registered mail directly to the Director, Office of Classification and Information Control, SO-10.2; U.S. Department of Energy; P. O. Box A; Germantown, MD 20875-0963 for classification review within 180 days of the date the recipient first discovers or first has reason to believe that the information is useful in such production or utilization; and

3. Restrict access to the information to the maximum extent possible until you are informed that the information is not classified, but no longer than 90 days after receipt by the Director, Office of Classification and Information Control.
- d. If DOE determines any of the information requires classification, you agree that the Government may terminate the award with consent of the recipient in accordance with 2 CFR part 200.339(a)(3). All material deemed to be classified must be forwarded to the DOE, in a manner specified by DOE.
- e. If DOE does not respond within the specified time periods, you are under no further obligation to restrict access to the information.

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

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

## 16. INSURANCE COVERAGE (DECEMBER 2014)

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds.

## 17. EQUIPMENT (DECEMBER 2014)

Subject to the conditions provided in 2 CFR Part 200.313, title to equipment (property) acquired under a Federal award will vest conditionally with the non-Federal entity.

The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR Part 200.313 before disposing of the property.

States must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by the Federal awarding agency in the priority order specified in 2 CFR Part 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR Part 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from the Federal awarding agency or pass-through entity.

Disposition will be made as follows: (a) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency; (b) Non-Federal entity may retain title or sell the equipment after compensating the Federal awarding agency as described in 2 CFR Part 200.313(e)(2); or (c) transfer title to the Federal awarding agency or to an eligible third Party as specified in CFR Part 200.313(e)(3).

See 2 CFR Part 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR Part 200.439 Equipment and other capital expenditures.

See 2 CFR Part 910.360 for amended requirements for Equipment for For-Profit recipients.

## 18. SUPPLIES (DECEMBER 2014)

See 2 CFR Part 200.314 for requirements pertaining to supplies acquired under a Federal award. See also § 200.453 Materials and supplies costs, including costs of computing devices.

## 19. INTANGIBLE PROPERTY (DECEMBER 2014)

Title to intangible property (as defined in 2 CFR Part 200.59) acquired under a Federal award vests upon acquisition in the non-Federal entity. Intangible property includes trademarks, copyrights, patents and patent applications.

See 2 CFR Part 200.315 for additional requirements pertaining to intangible property acquired under a Federal award. Also see 2 CFR Part 910.362 for amended requirements for Intellectual Property for For-Profit recipients.

## 20. PROPERTY TRUST RELATIONSHIP (DECEMBER 2014)

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved.

See 2 CFR Part 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

## 21. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

a. You shall immediately notify the DOE of the occurrence of any of the following events: (i) you or your parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) your consent to the institution of an involuntary case under the Bankruptcy Act against you or your parent; (iii) the filing of any similar proceeding for or against you or your parent, or its consent to, the dissolution, winding-up or readjustment of your debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over you, under any other applicable state or federal law; or (iv) your insolvency due to your inability to pay your debts generally as they become due.

b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph a; (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this award.

c. Upon the occurrence of any of the four events described in the first paragraph, DOE reserves the right to conduct a review of your award to determine your compliance with the required elements of the award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with your performance under the award, DOE reserves the right to impose additional requirements, as needed, including

(i) change your payment method; or (ii) institute payment controls.

d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this financial assistance award by the Contracting Officer.

## 22. PERFORMANCE OF WORK IN UNITED STATES

The Recipient agrees that at least 100% of the direct labor cost for the project (including subrecipient labor) shall be incurred in the United States, unless the Recipient can demonstrate to the satisfaction of the Department of Energy that the United States economic interest will be better served through a greater percentage of the work being performed outside the United States.

## 23. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received;

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2

CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if;

i. in the subrecipient's preceding fiscal year, the subrecipient received;

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
  1. Entity means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  2. Executive means officers, managing partners, or any other employees in management positions.
  3. Subaward:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  4. Subrecipient means an entity that:
    - i. Receives a subaward from you (the recipient) under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
  5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and

are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## 24. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

### A. Requirement for Registration in the System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

If you had an active registration in the CCR, you have an active registration in SAM.

### B. Requirement for Data Universal Numbering

System (DUNS) Numbers If you are authorized to

make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

### C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705- 5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;

- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

## 25. FINAL INCURRED COST AUDIT (DECEMBER 2014)

In accordance with 2 CFR Part 200 as amended by 2 CFR Part 910, DOE reserves the right to initiate a final incurred cost audit on this award. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

## 26. LOBBYING RESTRICTIONS (MARCH 2012)

By accepting funds under this award, you agree that none of the funds obligated on the award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

## 27. CORPORATE FELONY CONVICTION AND FEDERAL TAX LIABILITY ASSURANCES (MARCH 2014)

By entering into this agreement, the undersigned attests that the American Public Power Association has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The undersigned further attests that the American Public Power Association does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

For purposes of these assurances, the following definitions apply:

A Corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States [but not foreign corporations]. It includes both for-profit and non-profit organizations.

## 28. NONDISCLOSURE AND CONFIDENTIALITY AGREEMENTS ASSURANCES (JUNE 2015)

(1) By entering into this agreement, the undersigned attests that the American Public Power Association does not and will not require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The undersigned further attests that the American Public Power Association does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

a. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used.

Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

## 29. DATA MANAGEMENT PLAN (SEPT 2015)

(a) (1) Not later than 90 days after the effective date of the award the Recipient must provide the Contracting Officer with a Data Management Plan. A Data Management Plan (“DMP”) explains how data generated in the course of the research or work performed under an assistance award will be shared and preserved or, when justified, explains why data sharing or preservation is not possible or scientifically appropriate.

(2) In the event the Recipient fails to submit the DMP within 90 days after award or DOE determines that the information provided by the Recipient in its DMP does not meet the requirements in section (b), DOE may take one or more of the actions identified in 2 CFR 200.388, including, but not limited to, temporarily withholding payments to the Recipient pending correction of the deficiency, or wholly or partially suspending or terminating the Federal award.

### (b) DMP Requirements

In order for a DMP to be considered acceptable, the DMP must address the following:

(1) At a minimum, the DMP must describe how data sharing and preservation will enable validation of the results from the proposed work, or how results could be validated if data are not shared or preserved.

(2) The DMP must provide a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. This includes data that are displayed in charts, figures, images, etc. In addition, the underlying digital research data used to generate the displayed data should be made as accessible as possible in accordance with the principles stated above. This requirement could be met by including the data as supplementary information to the published article, or through other means. The published article should indicate how these data can be accessed.

(3) The DMP should consult and reference available information about data management resources to be used in the course of the proposed research work. In particular, a DMP that explicitly or implicitly commits data management resources at a facility beyond what is conventionally made available to approved users should be accompanied by written approval from that facility. In determining the resources available for data management at DOE User Facilities, researchers should consult the published description of data management resources and practices at that facility and reference it in the DMP. Information about other DOE facilities can be found in the additional guidance from the sponsoring program.

(4) The DMP must protect confidentiality, personal privacy, Personally Identifiable Information, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; avoid significant negative impact on innovation, and U.S. competitiveness; and otherwise be consistent with all laws (e.g., export control laws), and DOE regulations, orders, and policies.

### (c) Data Determination for a DMP

The Principal Investigator should determine which data should be the subject of the DMP and, in the DMP, propose which data should be shared and/or preserved in accordance with the DMP Requirements noted above.

For data that will be generated through the course of the proposed research/work, the Principal Investigator should indicate what types of data should be protected from immediate public disclosure by DOE (referred to as “protected data”) and what types of data that DOE should be able to release immediately. Similarly, for data developed outside of the proposed research work at private expense that will be used in the course of the proposed research work, the Principal Investigator should indicate whether that type of data will be subject to

public release or kept confidential (referred to as “limited rights data”). Any use of limited rights data or labeling of data as “protected data” must be consistent with the DMP Requirements noted above.

(d) Suggested Elements for a DMP

The following list of elements for a DMP provides suggestions regarding the data management planning process and the structure of the DMP:

(1) Data Types and Sources: A brief, high-level description of the data to be generated or used through the course of the proposed research work and which of these are considered digital research data necessary to validate the research findings or results.

(2) Content and Format: A statement of plans for data and metadata content and format including, where applicable, a description of documentation plans, annotation of relevant software, and the rationale for the selection of appropriate standards. Existing, accepted community standards should be used where possible. Where community standards are missing or inadequate, the DMP could propose alternate strategies for facilitating sharing, and should advise the sponsoring program of any need to develop or generalize standards.

(3) Sharing and Preservation: A description of the plans for data sharing and preservation. This should include, when appropriate: the anticipated means for sharing and the rationale for any restrictions on who may access the data and under what conditions; a timeline for sharing and preservation that addresses both the minimum length of time the data will be available and any anticipated delay to data access after research findings are published; any special requirements for data sharing, for example, proprietary software needed to access or interpret data, applicable policies, provisions, and licenses for re-use and re-distribution, and for the production of derivatives, including guidance for how data and data products should be cited; any resources and capabilities (equipment, connections, systems, software, expertise, etc.) requested in the research proposal that are needed to meet the stated goals for sharing and preservation (this could reference the relevant section of the associated research proposal and budget request); and whether/where the data will be preserved after direct project funding ends and any plans for the transfer of responsibilities for sharing and preservation.

(4) Protection: A statement of plans, where appropriate and necessary, to protect confidentiality, personal privacy, Personally Identifiable Information, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; and avoid significant negative impact on innovation, and U.S. competitiveness.

(5) Rationale: A discussion of the rationale or justification for the proposed data management plan including, for example, the potential impact of the data within the immediate field and in other fields, and any broader societal impact.

(e) Additional Guidance

In determining which data should be shared and preserved, researchers must consider the data needed to validate research findings as described in the DMP Requirements, and are encouraged to consider the potential benefits of their data to their own fields of research, fields other than their own, and society at large.

DMPs should reflect relevant standards and community best practices and make use of community accepted repositories whenever practicable.

Costs associated with the project description/scope of work and resources articulated in a DMP may be included in the proposed research budget as permitted by the applicable cost principles.

To improve the discoverability of and attribution for datasets created and used in the course of research, DOE

encourages the citation of publicly available datasets within the reference section of publications, and the identification of datasets with persistent identifiers such as Digital Object Identifiers (DOIs). In most cases, DOE can provide DOIs free of charge for data resulting from DOE-funded research through its Office of Scientific and Technical Information (OSTI) DataID Service.

(f) Definitions

**Data Preservation:** Data preservation means providing for the usability of data beyond the lifetime of the research activity that generated them.

**Data Sharing:** Data sharing means making data available to people other than those who have generated them. Examples of data sharing range from bilateral communications with colleagues, to providing free, unrestricted access to anyone through, for example, a web-based platform.

**Digital Research Data:** The term digital data encompasses a wide variety of information stored in digital form including: experimental, observational, and simulation data; codes, software and algorithms; text; numeric information; images; video; audio; and associated metadata. It also encompasses information in a variety of different forms including raw, processed, and analyzed data, published and archived data.

**Research Data:** The recorded factual material commonly accepted in the scientific community as necessary to validate research findings, but not any of the following: preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This 'recorded' material excludes physical objects (e.g., laboratory samples). Research data also do not include:

(A) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(B) Personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.”

**Validate:** In the context of DMPs, validate means to support, corroborate, verify, or otherwise determine the legitimacy of the research findings. Validation of research findings could be accomplished by reproducing the original experiment or analyses; comparing and contrasting the results against those of a new experiment or analyses; or by some other means.

## 30. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE (DECEMBER 2015)

### a. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

### b. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five year period; and
3. Is one of the following:
  - (A) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (C) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (D) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

#### c. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

#### d. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

#### e. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings).

This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or A. Reporting of Matters Related to Recipient Integrity and Performance.

2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(A) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(B) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

### 31. CATEGORICAL EXCLUSION (CX)

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. Based on all information provided by the Recipient, DOE has made a NEPA determination by issuing a CX, thereby authorizing use of funds for the defined project activities. If the Recipient later adds to or modifies the activities reviewed and approved under the original DOE NEPA determination, the Recipient must notify the DOE Contracting Officer before proceeding with the new and/or modified activities. Those additions or modifications may be subject to review by the DOE NEPA Compliance Officer and approval by the DOE Contracting Officer, and may require a new NEPA determination.

### 32. SUBAWARD/SUBCONTRACT CHANGE NOTIFICATION

Except for subawards and/or subcontracts specifically proposed as part of the Recipient's Application for award, the Recipient must notify the DOE Contracting Officer and Project Officer in writing 60 days prior to the execution of new or modified

subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR 200, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, Recipient documentation must, as a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subawardee is providing cost share to the award;
3. Updated budget justification, budget pages;
4. An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 2 CFR 200.318.
5. An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed;<sup>1</sup>
6. A completed Environmental Questionnaire, if applicable;
7. An assurance that the subawardee/subcontractor is not a debarred or suspended entity; and
8. An assurance that all required award provisions will be flowed down in the resulting

subaward/subcontract.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subaward/subcontract documentation stipulated above, Recipient may proceed to award or modify the proposed subaward/subcontract.

---

It is DOE's position that the existence of a "covered relationship" as defined in 5 C.F.R. § 2635.502(a)&(b) between a member of a Recipient's owners or senior management and a member of a subawardee's/subcontractor's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subaward or subcontract does not create an actual conflict of interest. Recipients must also notify the Contracting Officer of any new subcontract or subaward to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

### 33. FOREIGN NATIONAL ACCESS – UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM (MAY 2020)

The Recipient is required to provide information to the Department of Energy (DOE) in order to satisfy requirements for foreign nationals' access to DOE sites, information, technologies, equipment, programs, or personnel. A "foreign national" is defined as any person who is not a U.S. citizen by birth or naturalization.

If the Recipient anticipates involving foreign nationals in the performance of this Award, the Recipient must provide specific information about each foreign national to DOE for review and consideration. The Recipient must provide this information for any foreign national who will participate in the performance of the Award for the Recipient or any subrecipient. The information must also be provided for any foreign national who will provide a service under a contract and who will be exposed to Official Use Only (OUO) or business sensitive information, or information or technology developed under the Award that may be included under any category of national or state security.

The Secretary of Energy or the Secretary's assigned approval authority must approve foreign national participation before any foreign national may gain access to DOE sites, information, technologies, equipment, programs, or personnel or begin performance of any work under this Award.

If the Recipient, subrecipient, or identified contractor anticipates utilizing a foreign national in the performance of this Award, then the Recipient is required to submit Form NETL F 142.1-1A "Request for Unclassified Foreign National Access (Short Form)" to NETL for each foreign national proposed. Each submission must also include the following required documents:

- a) A color copy of Lawful Permanent Resident (LPR) Card or Visa and all visa documentation (I-20, DS201-, I-797A, B, C, etc.);
- b) A color copy of the passport;
- c) A copy of the resume or curriculum vitae (CV) that covers time spanning the age of 18 to present with such time accounted for; and,
- d) Copies of any other documents that allow the individual to be in the United States.

A copy of NETL F 142.1-1A is located at <https://www.netl.doe.gov/business/business-forms/financial-assistance> under "Post Selection Forms/Information." As many of the required documents include personally identifiable information (PII), NETL has established a process for secure submission. Once the

NETL F 142.1-1A has been completed and all required documents have been compiled, the Recipient shall submit an email to the NETL Contract Specialist assigned to this Award. The email must include the DOE Award number, and the name, citizenship, and employer of the proposed foreign national. The email must not include the Form NETL F 142.1-1A, any of the required documents, or any other PII. NETL will then issue an email response providing detailed instructions for securely submitting the request.

**The Recipient must include this term in any subaward and in any applicable contractual agreement(s) associated with this Award.**

## 34. GO/NO-GO DECISION

The Government has elected to include a go/no-go decision(s) in the Statement of Project Objectives (SOPO) of the award. If it is advantageous for the Government to proceed beyond the technical milestone(s) set forth in the SOPO, the Contracting Officer will notify the recipient in writing authorizing the recipient to proceed beyond the technical milestone(s) in the SOPO. If it is determined that it would not be advantageous for the Government to proceed beyond the technical milestone(s), the Contracting Officer will notify the recipient in writing of such decision and the award is considered completed. The maximum liability to the Government is limited to the allowable, allocable, and reasonableness of the cost incurred by the recipient within the funds made available. The Government reserves the right to deobligate any remaining funds from the award. The recipient shall submit all final deliverables, including a final scientific/technical report, for the completed work in accordance with the reporting requirements of the award.

### DE-CR0000007 Amendment 0005

The purpose of this amendment is to (1) change the Business Point of Contact; (2) revise the Special Terms and Conditions; and (3) revise Attachment 3 Reporting Requirements.

Accordingly, the agreement is amended as follows:

1. As reflected on Page 2 of the Assistance Agreement, the Recipient's Business Point-of- Contact is hereby changed to **Michael Coe**.
2. The following changes are made to the Special Terms and Conditions:
  - a. The term entitled "REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION" is deleted in its entirety and replaced with the following:

#### **"REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION"**

- a. Reporting of first-tier subawards
  1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.
    - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
- b. Reporting Total Compensation of Recipient Executives
1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if
    - i. The total Federal funding authorized to date under this award is \$30,000 or more;
    - ii. In the preceding fiscal year, you received:
      - a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
    - i. As part of your registration profile at <https://www.sam.gov>.

- ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c. Reporting of Total Compensation of Subrecipient Executives.
  - 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
    - i. In the subrecipient's preceding fiscal year, the subrecipient received:
      - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
    - i. To the recipient
    - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
  - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e. Definitions. For purposes of this award term:
1. Entity means all of the following, as defined in 2 CFR part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  2. Executive means officers, managing partners, or any other employees in management positions.
  3. Subaward:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  4. Subrecipient means an entity that:
    - i. Receives a subaward from you (the recipient) under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
  5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans.

This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.”
3. Attachment 3 Reporting Requirements is hereby deleted and replaced with the revised Attachment 3 Reporting Requirements – Amendment 0005. The change reflects the required policy update to the Federal Assistance Reporting Checklist (FARC) template effective July 2023.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME AND IN FULL FORCE AND EFFECT.

-End of Amendment 0005-

# Exhibit 5

## APPA Data Management Plan

### Version 3

#### 1. Project Details

Project Name:	Develop and Deploy Cybersecurity Defense for Public Power
Cooperative Agreement No.:	DE-CR0000007
Principal Investigator (PI):	See Cooperative Agreement
PI Organization:	American Public Power Association
PI Location:	2451 Crystal Drive, Suite 1000, Arlington, VA 22202
PI Email:	See Cooperative Agreement
PI Phone No.:	See Cooperative Agreement
Project Start/End Dates:	October 1, 2020, through end of Cooperative Agreement
Total DOE Funding:	See Cooperative Agreement

#### 2. Rationale for Data Collection

Data collected during this project will enable American Public Power Association (“APPA”) to meet the objectives of its Cooperative Agreement (“Agreement”) with the U.S. Department of Energy (“DOE”). Those objectives are:

- Improve the cyber resiliency of public power operational technology networks;
- Improve cooperation between cybersecurity organizations, third-party vendors, and non-profit cybersecurity organizations to assist with the deployment and maintenance of OT cybersecurity solutions to public power utilities (“Utilities”);
- Develop resources to enable small and medium-sized public power utilities to make an informed decision on which OT cybersecurity solutions best meet their needs.

#### 3. Data Types and Sources

This project will collect data from participating Utilities to inform the development of a set of specifications for the deployment of operational technology (OT) cybersecurity systems on public power utility networks.

Building on these specifications, the project will collect new data from participating Utilities that deploy various commercial, pre-commercial, and new OT cybersecurity technologies to evaluate whether these technologies meet the specifications and needs of the public power community Utilities.

All data applicable to this Data Management Plan (“Plan”) is data protected from immediate public disclosure by DOE. The data protection protocols set forth herein are designed to

protect confidentiality, personal privacy, PII, and U.S. national, homeland, and economic security; recognize proprietary interests, business confidential information, and intellectual property rights; avoid significant negative impact on innovation and U.S. competitiveness; and otherwise be consistent with all U.S. laws (e.g., export control laws), and DOE regulations, orders, and policies.

As detailed in Table 1 below, the data includes the types of APPA Project Data as well as Utility Operational Data.

These types of data may be in raw (i.e., “attributed”) or “anonymized” form, and will be processed, analyzed, published and archived in accordance with this Plan and the Project Management Plan (“PMP”) for this Agreement. The term “Attributed Data” refers to data from Utility in its raw format that may be attributed to Utility or its facilities and/or contain personally identifiable information (“PII”) of Utility or its facilities. The term “Anonymized Data” refers to data from Utility that has undergone a process of anonymization and/or de-identification such that PII directly related to Utility, or its facilities has been removed.

All such data will be processed, analyzed, published, and archived in accordance with this Plan and the PMP for this Agreement.

**Table 1**  
Data Types, Sources, Collection Method and Reason for Use

Type	Data Set Name	Summary Description	Source of Data	Collection Method/ Reason for Use
New	Specifications for deployment of OT security technologies and systems (Task 2.0)	APPA Project Data - Specifications, criteria, RFP process, RFP and minimum performance required for successful deployment of OT cybersecurity systems Utilities.	Utilities, OT Cybersecurity Technology Vendors.	Surveys, calls, meetings and discussions with Utilities to determine interest in participating and informing the specification development.
New	Data sharing and collective defense initiatives (Task 3.0)	APPA Project Data - Information from Utilities, service providers, analysis centers, and government partners.	Utilities, Vendors, Service Providers, Analysis Centers, and Government Partners.	Meetings, surveys, phone calls/ Informing data sharing and collective defense initiatives.
New	Cybersecurity deployment methodology	APPA Project Data - Evaluation of steps needed to prepare	Utilities, OT Cybersecurity	Surveys, discussions, and meetings with Utility staff and Utility submittals to

	(Task 4.1)	Utilities to deploy cybersecurity solutions on their networks.	Technology Vendors.	APPA for APPA to submit to DOE for approval.
New	Development of commercial and pre-commercial sensors (Task 4.2)	Evaluation of existing commercial and pre-commercial sensors to meet the specifications developed in Task 2.0 for the public power community.	Utilities, OT Cybersecurity Technology Vendors.	Surveys and discussion with vendors and pilot participant Utilities
New	Deployment OT Cybersecurity Technology (Task 5.0)	APPA Project Data - Evaluation of vendors and their cybersecurity monitoring system offerings against the specifications and for their compatibility with the data sharing and collective defense initiatives.	Utilities, OT Cybersecurity Technology Vendors.	Location of devices, configuration and network traffic flow data, evaluation of data sharing and collective defense capabilities.
New	Utility Operational Data generated and/or collected from technologies funded under this Agreement	Participating Utilities may elect to share their Operational Data.	Utilities.	Machine-to-machine connections and submittals to APPA for analysis, validation and data sharing.

#### 4. Data Access, Sharing and Validation

##### Existing Data for Research and Assessment Needs

Existing data sets will be shared with APPA contractors, upon signing a confidentiality and non-disclosure agreement (NDA), to facilitate project work. Only data needed to meet the deliverables of the project will be shared by APPA and delivered securely to APPA contractors. Other publicly available data may be used/referenced as needed from APPA and/or other publicly available sources.

APPA data will be made available for the duration of the project on an as-needed basis. Extensions may be granted for access to existing APPA data with approved contractors.

Bound by the NDA, APPA contractors will not be permitted to share APPA or Utility data beyond the scope of project needs. Additionally, APPA contractors are expected to destroy all copies of APPA and Utility data, provided in furtherance of this project, at the conclusion of their project efforts and contract terms.

#### Newly Collected Data and Assessment Results

APPA Project Data and Utility Operational Data, in either its raw (i.e., “attributed”) or “anonymized” state, will be collected by APPA within a period deemed reasonable by the project team but no later than at the conclusion of the project performance period.

Utilities will grant permission for APPA to collect APPA Project and Utility Operational Data through membership in the APPA Cybersecurity Defense Community (“CDC”), through the execution of a subaward, or otherwise in writing to APPA. Such data will be marked confidential data, with limited access, for APPA use only and made available only upon APPA approval.

Access to Anonymized Data will be made available to APPA member Utilities for the duration of this Agreement.

#### APPA Project Data

APPA Project Data may be shared with DOE, APPA contractors, APPA member utilities, vendors, analysis organizations, and the general public depending upon whether it is “attributed” or “anonymized.”

Attributed Project Data will be shared with DOE and may be shared with APPA contractors depending upon their contracted scope of work. APPA may share Attributed Project Data with Utilities, vendors and analysis organizations only with permission of the party providing the data.

Anonymized Project Data may be shared by APPA with DOE, APPA Contractors, Utilities, vendors, analysis organizations, and the general public without the permission of the party providing the data.

#### Utility Operational Data

Utility Operational Data generated from technologies funded under this Cooperative Agreement in either its “attributed” or “anonymized” form may be shared with APPA, DOE, APPA contractors, Utilities, vendors, and analysis organizations.

Attributed Utility Operational Data collected as a result of this project or currently maintained by APPA will not be shared with APPA, DOE, APPA contractors, APPA members, or vendors, unless granted permission by the party providing the data.

Anonymized Utility Operational Data from the deployed technologies may be voluntarily made available to APPA. Anonymized Utility Operational Data may be shared by APPA with DOE, APPA Contractors, Utilities, vendors and analysis organizations without the permission of the party providing the data.

#### Access Requirements

The anonymized data collected as a result of this project will have no specific access requirements for APPA members or DOE to access APPA's systems; data will be made available without the need for special tools or applications.

The general public will not be provided access to Attributed Project Data or Utility Operational Data. The general public may be provided access to Anonymized Project Data published in reports resulting from this project.

No Critical Energy/Electric Infrastructure Information (CEII), as defined by the regulations of the Federal Energy Regulatory Commission ("FERC") in 18 CFR 388.113, will be disclosed unless a CEII-specific NDA has been executed.

#### Data Marking and Publications

When Attributed Project Data and/or Operational Data is shared with APPA, this data will be delivered to APPA and marked by the sender as "Business Confidential/Proprietary Data."

APPA publications and APPA contractor deliverables shall include proper citation containing the following:

*Acknowledgment: "This material is based upon work supported by the Department of Energy under Award Number(s) DE-CR0000007."*

*Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."*

#### Data Validation

Data collected and created as a result of analysis and assessment may be validated through independent review. Such reviews will be conducted by parties external to the research gathering and findings and carried out by independent, industry subject matter experts and/or task force members.

##### 5. Content and Format

The content and format of data collected through this cooperative agreement will be in different forms and levels of sensitivity. APPA will follow a hierarchy approach to data content and format to include the following:

- Non-sensitive communications – clear text email, Microsoft Office 365 products.

- Program sensitive – Marked “APPA Confidential Information – Internal Use Only” and may use password protected MS Office 365 products.
- Utility Operational Attributed Data, to include APPA member Utility PII – delivered by encrypted communication channel only and marked “APPA Confidential Information – Internal Use Only.”

## 6. Metadata

All data collected, generated, or processed during the project will be accompanied by metadata, which may include details related to data origin, collection, structure, format, provenance, and versioning. To preserve the integrity of anonymization and prevent inadvertent disclosure, metadata attached to Project Data and Utility Operational Data in both anonymized and attributed forms will be controlled and user access controls will be imposed to prevent unauthorized access to metadata attached to such data.

## 7. Data Preservation and Storage

Data collected from the efforts of this project will be reviewed and follow APPA’s existing document retention policies as appropriate.

APPA will solely determine the use and/or need for destruction of all Project Data and Utility Operational Data maintained by APPA during the execution of this project.

## 8. Data Responsibility and Ownership

As APPA contractors are identified for tasks under this agreement, such contractors will act as the responsible party for data while being collected, analyzed, and assessed.

APPA will hold all intellectual property rights in and ownership of Project Data and Anonymized Data collected during this project, materials generated from the same as a result of APPA’s efforts, and analysis and assessments conducted regarding the same.

## 9. Protection and Privacy

The following language will be used in the informed consent of data collection:

*The information gathered and learned in this project will be anonymized such that it will not be used in ways that reveal who you are or the organization you represent. You will not be identified in any publication from this project or in any data files shared with other researchers or project team members. Your participation in this project is voluntary and confidential. Federal or state laws may require us to show information to U.S. Department of Energy officials who are responsible for monitoring this project and as a requirement of the distribution of funding.*

*Where collected, business proprietary and/or confidential information should be identified by the supplier. APPA will not share such properly identified information beyond project team members with a need to know for the purpose of meeting the obligations and objectives of this project.*

*APPA will use the following marking on shared documents: "APPA Confidential Information – Internal Use Only."*

All existing data maintained by APPA and newly collected and retained data as a result of project efforts is subject to APPA's existing cybersecurity plans, addendums, and policies.

All data shared, collected, and created is protected under applicable confidentiality agreements. All APPA contractors engaged on this project will execute the APPA Nondisclosure Agreement ("NDA") prior to getting access to any data.

## **Exhibit 6**

### **APPA Non-Disclosure Agreement Cooperative Agreements**

#### **APPA Confidentiality and Nondisclosure Agreement**

This Agreement is made and entered into as of this [ ] day of [month] [year], by and between the American Public Power Association (“APPA”) and City of Ocala (“Participant”)

**Confidentiality:** Except as otherwise set forth herein, you agree that any American Public Power Association (“APPA”) software, services, and/or hardware (including related documentation and materials) provided to you under this Agreement, and any information disclosed by APPA to you in connection with this Agreement will be considered and referred to as “APPA Confidential Information.”

Notwithstanding the foregoing, APPA Confidential Information will not include: (a) information that is generally and legitimately available to the public through no fault or breach of yours; (b) information that is generally made available to the public by APPA; (c) information that is independently developed by you without the use of any APPA Confidential Information; (d) information that was rightfully obtained from a third party who had the right to transfer or disclose it to you without limitation; or (e) any third-party software and/or documentation provided to you by APPA and accompanied by licensing terms that do not impose confidentiality obligations on the use or disclosure of such software and/or documentation.

**Sharing APPA Confidential Information:** APPA wishes to share APPA Confidential Information under Cooperative Agreement Award Numbers: DE-CR0000007, DE-CR0000015, and DE-CR0000026 (hereafter “CA”) including all related materials with the Participant for the purpose of meeting the objectives of the CA and to review and assist with other work products specific to CA tasks for submission to the Department of Energy.

**Nondisclosure and Nonuse of APPA Confidential Information:** Unless otherwise expressly agreed or permitted in writing by APPA, you agree not to disclose, publish, or disseminate any APPA Confidential Information to anyone other than to employees and contractors working for the same entity as you and then only to the

extent that APPA does not otherwise prohibit such disclosure. You further agree to take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of APPA Confidential Information. You acknowledge that unauthorized disclosure or use of APPA Confidential Information could cause irreparable harm and significant injury to APPA that may be difficult to ascertain. Accordingly, you agree that APPA will have the right to seek immediate injunctive relief to enforce your obligations under this Agreement in addition to any other rights and remedies it may have. If you are required by law, regulation, or pursuant to the valid binding order of a court of competent jurisdiction to disclose APPA Confidential Information, you may make such disclosure notwithstanding anything else in this agreement, but only if you have notified APPA before making such disclosure and have used commercially reasonable efforts, to the extent permissible by governing law applicable to Participant to limit the disclosure and to seek confidential, protective treatment of such information. A disclosure pursuant to the previous sentence will not relieve you of your obligations to hold such information as APPA Confidential Information.

**Removal of Participants:** APPA, at its discretion, will remove any Participant from the CA program if the Participant willfully violates this Agreement.

**Return or Destruction of Confidential Information**

Promptly upon written request of APPA, the Receiving Party shall, and shall cause its Representatives to return to the Disclosing Party or destroy all Confidential Information in tangible form (whether in written form, electronically stored or otherwise), and neither the Receiving Party nor any of its Representatives shall retain any copies or extracts thereof.

**Information Security:**

Without limiting Participant's obligation of confidentiality as further described in the Agreement and herein, Participant will be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of APPA Data; (ii) protect against any anticipated threats or hazards to the security or integrity of the APPA Data; (iii) protect against unauthorized access to or use of the APPA Data; (iv) ensure the proper disposal of APPA Data; and (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.

Participant will designate an individual to be responsible for the information security program. Such individual will respond to APPA inquiries regarding computer security and to be responsible for notifying APPA-designated contact(s) if a breach occurs.

Upon becoming aware of a breach affecting APPA Data, Participant will immediately commence all reasonable efforts to investigate and correct the causes and remediate the results thereof. Participant shall without undue delay (and in no event later than 72 hours of becoming aware of such breach) inform APPA and provide written details of the breach, including the type of data and systems affected, the likely consequences of the breach, any other relevant information for APPA to understand the nature of the breach, and the measures taken or proposed to be taken to address it, as soon as such information becomes known or available to Participant.

Participant agrees that any and all transmission or exchange of system application data with APPA and other parties shall take place via secure means, e.g., HTTPS, FTPS, SFTP, or equivalent means.

**DOE Required Assurances:**

a. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

b. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.*

APPA

City of Ocala

By: \_\_\_\_\_

By: \_\_\_\_\_

Date:

Date: \_\_\_\_\_

## **Exhibit 7**

### **DE-CR0000007 Certification Letter**

**DE-CR0000007 City of Ocala**  
**[Insert Date]**

The following certification is made by City of Ocala (Utility):

Utility has selected a vendor to provide operational technology cybersecurity as part of and consistent with the terms and conditions of its subaward (Subaward) with APPA, which is made pursuant to and consistent with APPA's DOE Cooperative Agreement DE-CR0000007.

Utility is: (1) an independent entity; (2) governed by an independent board of directors; and (3) is not subject to direction or oversight by APPA. For these reasons, Utility makes independent decisions and investments based upon its individual needs, desires, and constraints.

As such, Utility affirms that the Schweitzer Engineering Laboratories, Inc and Dragos, Inc. (Vendor) technology was selected solely based on its independent selection criteria for the Subaward. Utility also certifies that APPA advised that the selection of the vendor was to be made independently and that APPA was technology-neutral with respect to the choice of vendor for the Subaward. Finally, Utility certifies that, in addition to APPA's advisement of its technology neutral-position, APPA did not act or provide financial incentives inconsistent with the technology-neutral approach to the selection of the Vendor.

I hereby certify that the above statements are true and correct.

\_\_\_\_\_ (Signature)

**Date:** \_\_\_\_\_

**\_\_\_\_\_ Name**

## **Exhibit 8**

**DE-CR0000007**

**Form SF-428**

**06-30-20**

**TANGIBLE PERSONAL PROPERTY REPORT**

Expiration Date: 6/30/2020

OMB Number: 4040-0018

SF- 428

# TANGIBLE PERSONAL PROPERTY REPORT

OMB Number:

4040-0018 **SF- 428** Expiration Date: 6/30/2020

1. Federal Agency and Organizational Element to Which Report is Submitted [Redacted]		
2. Federal Grant or Other Identifying Number Assigned by Federal Agency [Redacted]	3a. DUNS [Redacted]	3b. EIN [Redacted]
4. Recipient Organization ( <i>Name and complete address including zip code</i> ) Recipient Organization Name: [Redacted] Street1: [Redacted] Street2: [Redacted] City: [Redacted] County: [Redacted] State: [Redacted] Province: [Redacted] Country: USA: UNITED STATES ZIP / Postal Code: [Redacted]		
5. Recipient Account or Identifying Number [Redacted]	6. Attachment ( <i>Check applicable</i> ) <input type="checkbox"/> Annual Report (SF-428-A) <input type="checkbox"/> Final (Award Closeout) Report (SF-428-B) <input type="checkbox"/> Disposition Report/Request (SF-428-C)	7. Supplemental Sheet <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Comments [Redacted] <a href="#">Add Attachment</a> <a href="#">Delete Attachment</a> <a href="#">View Attachment</a>		
9a. Typed or Printed Name and Title of Authorized Certifying Official Prefix: [Redacted] First Name: [Redacted] Middle Name: [Redacted] Last Name: [Redacted] Suffix: [Redacted] Title: [Redacted]		
9b. Signature of Authorized Certifying Official [Redacted]		
9c. Telephone ( <i>area code, number, extension</i> ) [Redacted]		
9d. E-Mail Address [Redacted]		
9e. Date report submitted ( <i>MM/DD/YYYY</i> ) [Redacted]	10. Agency use only	

## 34.1.1.1 Instructions for Tangible Personal Property Report: SF-428

The estimated annual public reporting burden for the collection of information on this form and its attachments is estimated to average 1 hour per respondent, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0018), Washington, DC 20503.

This is a standard form to be used by awarding agencies to collect information related to tangible personal property (equipment and supplies) when required by a Federal financial assistance award. The form consists of the cover sheet (SF-428) and three attachments to be used as required: Annual Report, SF428-A; Final (Award Closeout) Report, SF-428-B; and a Disposition Request/Report, SF-428-C. A Supplemental Sheet, SF-428S, may be used to provide detailed individual item information. **A. General Instructions:**

Tangible personal property means property of any kind, except real property, that has physical existence. It includes equipment and supplies. It does not include copyrights, patents or securities. For convenience, throughout this form and its attachments, the term property will be synonymous with tangible personal property. The terms equipment and supplies will be used when referring to specific requirements.

Property may be provided by the awarding agency or acquired by the recipient with award funds. Federally-owned property consists of items that were furnished by the Federal government.

Recipients of Federal assistance awards may be required to provide Federal awarding agencies with information concerning property in their custody annually, at award closeout or when the property is no longer needed. Specific requirements will vary based on award provisions, the type of property (equipment or supplies) and whether the property is Federally-owned. This reporting form and its attachments are intended to assist recipients to provide necessary information when it is required.

1. **Federal Agency and Organizational Element to Which Report is Submitted.** Enter the name of the Federal agency and the agency organization element identified in the award document or as otherwise instructed by the agency. The organizational element is a sub-agency within a Federal agency. For example, the Air Force Office of Scientific Research (AFOSR) is an organizational element within the Department of Defense.
2. **Federal Grant or Other Identifying Number Assigned by Federal Agency.** Enter the Federal grant, cooperative agreement or other Federal financial assistance award instrument number or other identifying number assigned to the Federal financial assistance award.
- 3a. **DUNS.** Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number. The DUNS number is also referred to as the Universal Identifier.
- 3b. **EIN.** Enter the recipient organization's Employer Identification Number (EIN) as assigned by the Internal Revenue Service.
4. **Recipient Organization.** Enter the name and complete address, including zip code, of the recipient organization.
5. **Recipient Account or Identifying Number.** Enter the account number or other identifying number assigned to the award by the recipient. This number is for the recipient's use and is not required by the Federal agency.
6. **Attachment.** Check the applicable line to indicate the type of attachment being submitted. Use the Annual Report, SF-428-A, when required to provide annual inventory listings of Federally-owned property. Use the Final Report, SF-428-B, when required to provide property information in connection with the closeout of an award. Use the Disposition Request/Report, SF-428-C, when required to request disposition instructions for or to report the disposal of Federally-owned property or acquired equipment, at any time other than award closeout (i.e., during the award period or after award closeout as long as the Federal government retains an interest in the item).
7. **Supplemental Sheet.** Check the applicable block to indicate whether a Supplemental Sheet is attached. Recipients may use the SF-428S or equivalent document such as a computer print out to provide required detailed individual item information.
8. **Comments.** Provide any explanations or additional information in this block. Attach additional sheets if necessary.
- 9a. **Typed or Printed Name and Title of Authorized Certifying Official.** Enter the full name and title of the recipient representative authorized to sign this report.
- b. **Signature of Authorized Certifying Official.** Original signature of the recipient's authorized certifying official.

- c. **Telephone.** Enter the telephone number of the individual listed in Line 9a.
- d. **E-Mail Address.** Enter the e-mail address of the individual listed in 9a.
- e. **Date report submitted.** Enter the date the report is submitted to the Federal agency.
- 10. **Agency use only.** This section is reserved for Federal agency use only. **Agreement**

**Exhibit 10**  
**DE-CR0000007**  
**Revision Control Log**  
**City of Ocala**

This Revision Control Log is incorporated as Exhibit 10 to the Subaward between American Public Power Association (“APPA”) and City of Ocala (“Utility”).

Revision No.	Purpose of Revision	Description of Revision	Date
0	Original Issue	Original Issue	4/21/2023
1	Update scope of work and costs.	Revised Table 1, Table 2 and Section 2.3 to reflect revision to Exhibit 1; Revised Exhibit 1 Table 1 costs and item quantities for SEL revised pricing from \$67,545 to \$66,545 and decreased Part Number 2740S#M8G9 quantity from 16 to 15; Revised Exhibit 1 Table 1 for Dragos adding \$17,100 for taxes not included in original proposal.	11/13/2023
2	Revise end date; Revise scope of work and costs; Include latest APPA Data Management Plan and NDA; Update to conform to subaward template version V7.6B.	Revised subaward throughout to replace "Participation Agreement" with "Subaward"; Revised Section 2.4.3 to extend end date from September 24 ,2025 to March 24, 2028; Revised Tables 1, 2, Section 2.3 and Exhibit 1 Table 1 and Section 10.7 to add Dragos OT Watch Complete, to delete Dragos taxes, and to increase overall cost by \$37,900 from \$448,645 to \$486,545; Updated Sections 1.2.5, 1.3.1, 2.5., 2.5.2, 2.5.3, 2.5.4, 2.5.10, 3.1.5, 4.1.1, 4.1.16, 4.1.17, 4.3.3, 4.5.1, 4.6.1, 5.1, 5.2.1, 5.2.2, 5.5.2.1, 5.5.2.6, 5.6.1, 5.7.1, 5.8, 5.9, 5.10, 6.12.3, 6.13, 6.14.1 1, Exhibit 1 Table of Contents, Table 1 format and Section 11.2, Exhibit 3 Section 7, Exhibit 7 to conform to subaward template version V7.6B; Updated Exhibit 3 Certificate of Assurance Section 5 to include required maturity assurances; Added DOE Amendment 0005 to Exhibit 4 DOE CESER Assistance Agreement Terms and Conditions; Updated Section 8.1.5 and Exhibit 5 to include Version 3 of APPA's Data Management Plan; Deleted Exhibit 7 APPA Code of Conduct and Organizational Conflict of Interest; Deleted Exhibit 8 NETL Foreign National Participation Document; Updated Exhibit 6 APPA NDA to include DE-CR0000026 and DOE Required Assurances.	
2			