

CHEVRON TECHNOLOGY VENTURES (“CHEVRON STUDIO”) PROGRAM – Scale Up Track AWARDEE PROJECT SUPPORT AWARD AGREEMENT

This Chevron Studio Awardee Project Support Award Agreement ("Agreement") is made between the Alliance for Sustainable Energy, LLC ("Alliance"), the operator of the National Renewable Energy Laboratory (“NREL”) for the U.S. Department of Energy (“DOE”) located at 15013 Denver West Parkway, Golden, Colorado 80401, and COMPANY NAME ("Awardee") located at ADDRESS. Alliance and Awardee are referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, Chevron Technical Center, a division of Chevron U.S.A. Inc., a Pennsylvania corporation, doing business as “Chevron Technology Ventures” has provided funding to Alliance to administer the Chevron Studio Program under an ACT Agreement No. ACT-21-17740 (“ACT”) effective on February 11, 2022. Chevron Technology Ventures will provide funding to Awardee, subject to the terms of a separate simple agreement for future equity (“SAFE”) between Chevron Technology Ventures and Awardee;

WHEREAS, Chevron Technology Ventures has provided support to Alliance to administer awards under the Chevron Studio Program to Awardee and Awardee desires to perform certain work for Alliance;

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

1. Description of Work: Awardee agrees to provide the work generally associated with the Chevron Studio Program and specifically identified in Appendix A, Statement of Work (“SOW”) and Appendix C, Reporting and Program Deliverables, attached hereto and made a part hereof (the "Work"). Specific deliverables, quantities, due dates, reporting requirements and addresses are set forth in Appendices A and C, attached hereto.
2. Awardee Status: Alliance and the Awardee understand and intend that Awardee shall perform the Work specified under this Agreement as an independent contractor. The manner of and means by which Awardee executes and performs its obligations hereunder are to be determined by Awardee in its reasonable discretion. Awardee is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of Alliance or to bind Alliance in any manner, unless, in each instance, Awardee shall receive the prior written approval of the Alliance to so assume, obligate, or bind Alliance.
3. Representations and Warranties: Awardee represents, warrants, and acknowledges as follows:
 - a) Alliance retains the right to direct the results achieved by Awardee. Alliance does not retain the right to control the manner and means by which these results are to be accomplished, nor will Alliance establish a quality standard for Awardee; provided, however, that Awardee will perform the Work described in Appendix A and Appendix C in a manner consistent with professional industry standards.
 - b) Awardee shall determine when and how it is to perform Work under this Agreement. There shall be no set hours during which Awardee must work. Alliance retains no right of control in these areas.
 - c) Alliance will neither provide nor require more than minimal training for Awardee.
 - d) Awardee's Work shall not be integrated into Alliance’s general business operations.
 - e) Awardee will remain directly responsible for the Work performed and will ensure that the work meets the specifications set forth by Alliance.
 - f) Awardee is not required to work full time for Alliance and may perform work for other companies.
 - g) Unless specified otherwise in the SOW, Awardee shall submit regular written reports per Appendix C Reporting and Deliverables, and Alliance shall periodically review Awardee's progress in achieving the goals set forth by Alliance.
 - h) Awardee shall be paid in accordance with paragraph 6 below.
 - i) Awardee shall not be paid hourly or by any other regular period.

- j) Awardee must provide its own tools. Alliance will not provide tools, but Alliance may provide equipment to Awardee for performance of the duties under this Agreement.
 - k) Awardee understands that it must obtain and keep current, at its own expense, all permits, certificates, and licenses necessary for Awardee to perform the Work, if any.
4. Intellectual Property: It is envisioned that there should be no intellectual property created under this Agreement. However, if intellectual property is created by Awardee under this Agreement, the disposition of any such intellectual property created by Awardee under this Agreement shall be governed by Appendix B, Intellectual Property Rights (Alternate I.D) which is incorporated herein and attached hereto. For the purposes of this Agreement, "ACT Participant" as defined in Appendix B shall mean Awardee.
5. Term and Termination:
- a) The term of this Agreement shall commence upon the date of execution and shall continue 24 months from such date ("Term"); provided, however, that this period may be extended by written mutual agreement of the Parties.
 - b) Notwithstanding any other provision of this Agreement, Alliance may terminate this Agreement immediately upon written notice to Awardee in the event that Awardee violates the terms of this Agreement or fails to produce a result that meets the specifications set by Alliance, and, upon such termination, neither Alliance nor Awardee shall have any further liability hereunder. Upon such notice, Alliance or Awardee is not authorized to perform any other Work under this Agreement.
6. Price and Payment:
- a) In full consideration of Awardee's performance hereunder, Alliance shall pay the Awardee the prices stipulated in (b)1 below, less any deductions provided in this Agreement. Chevron Technology Venture's investment in this Chevron Studio award to Awardee shall be sent directly from Chevron Technology Ventures to the Awardee as stipulated in (b)2 below. Awardee understands it will be required to enter into a SAFE directly with Chevron Technology Ventures, wherein Alliance will not be a party. The total Chevron Technology Ventures investment for performance of all deliverables under this Agreement is \$275,000.00.
 - b) Advance payment for Occurrence 1 will be made by Alliance and advance payment for Occurrence 2 will be made by Chevron Technology Ventures for the following deliverables:

Occurrences		Amount
1	Direct funding: Deliverables set forth in Appendix C	\$150,000
2	Indirect funding from SAFE: Deliverables set forth in Appendix C	\$125,000
Total Advance Payment:		\$275,000
 - c) Taxes: No income tax or payroll tax of any kind shall be withheld or paid by Alliance on behalf of Awardee for any payment under this Agreement, except as may be required by law for payments to Awardee. Awardee shall be responsible for all taxes and similar payments arising out of any activities contemplated by this Agreement, including without limitation, federal, state, and local income tax, social security tax (FICA), self-employment taxes, unemployment insurance taxes, and all other taxes, fees, and withholdings.
 - d) Benefits: Awardee is not an employee of Alliance and, therefore, shall not be entitled to any benefits, coverages, or privileges, including, without limitation, social security, unemployment compensation insurance, workers' compensation insurance, medical benefits, or pension payments.
 - e) Warranties of Performance: Awardee warrants that it will perform the Work using its best efforts in a professional manner consistent with industry standards.
 - f) Indemnification: Awardee, for themselves and their successors, heirs, beneficiaries, affiliates, principals, agents, partners, employees, associates, representatives, and assigns, shall waive, release, indemnify, and agree to save, defend, and hold harmless Alliance and their successors, assigns, subsidiaries and each of their respective officers, directors, trustees, shareholders, agents, attorneys, and employees and any other related individual or entity, from any and all past, present, or future claims, actions, causes of action, demands, controversies of every kind and nature, rights, liabilities, losses, costs, expenses,

attorneys' fees (including, but not limited to, any claim of entitlement for attorneys' fees under any contract, statute, or rule of law allowing a prevailing party or plaintiff to recover attorneys' fees), damages, medical costs and treatments, death, injury, accident, property damage, or personal loss to Awardee, those traveling with or employed by Awardee, or others relating to, resulting from, or arising out of (a) any taxes, insurance costs, damages, or other costs arising from or relating to claims that Awardee's employees are employees of Alliance; (b) the failure by Awardee to obtain insurance coverage as set forth herein; (c) any breach of this Agreement; (d) any act, statement, or omission by Awardee resulting in any claims, actions, causes of action, or proceedings against the Awardee or its affiliates; (e) any claim for workers' compensation or unemployment compensation benefits; or (f) any action or omission by Awardee, whether negligent, intentional, reckless, or otherwise. This paragraph shall survive any termination of this Agreement.

- g) **Insurance Coverages:** Awardee solely shall be responsible for all of its own insurance and shall at all times maintain such types and an amount of insurance coverage (including automobile/liability insurance) as is acceptable or required by the Awardee.
- h) **Automobile Insurance:** Awardee solely shall be responsible for its own general liability, collision, and comprehensive automobile insurance covering, without limitation, (i) injuries, deaths, and property damage resulting from an accident; (ii) collisions; (iii) ownership, operation, and maintenance of all owned, non-owned, and hired automobiles used in connection with the performance of this Agreement.
- i) **Workers' Compensation and Unemployment Compensation Insurance:** No workers' compensation insurance or unemployment compensation insurance will be obtained by Alliance on behalf of Awardee. Awardee solely shall be responsible for obtaining unemployment compensation insurance and workers' compensation insurance for Awardee, and Awardee solely shall be responsible for complying with all applicable workers' compensation and unemployment compensation laws.
- j) **Proof of Insurance:** These policies shall name Alliance as additional insured, shall contain a severability of interest clause, and shall state that such insurance is primary as to any insurance maintained by Awardee. Awardee shall provide Alliance with certificates of such insurance naming it as an additional insured prior to beginning any work under this Agreement.

7. **Notices:** All notices, communications, and coordination under this Agreement shall involve, at a minimum, the following individuals, their successors and/or designees as follows:

For Alliance:

Name	
Title	Program Manager, Innovation & Entrepreneurship Center
Address	
City/State/Zip	
Phone	
Email	

For Awardee:

Name	
Company	
Title	
Address	
City/State/Zip	
Phone	
Email	

8. **U.S. Government Disclaimer:** THIS AGREEMENT IS SOLELY BETWEEN AWARDEE AND ALLIANCE FOR SUSTAINABLE ENERGY, LLC, ACTING IN A PRIVATE CAPACITY. THE UNITED STATES GOVERNMENT IS **NOT** A PARTY TO THIS AGREEMENT. THIS AGREEMENT DOES NOT CREATE ANY OBLIGATIONS OR LIABILITY ON BEHALF OF THE U.S. GOVERNMENT AND THE U.S. GOVERNMENT MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE RESEARCH OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED

UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR RESULTING PRODUCT; OR THAT THE GOODS, SERVICES, MATERIALS, PRODUCTS, PROCESSES, INFORMATION, OR DATA TO BE FURNISHED HEREUNDER WILL ACCOMPLISH INTENDED RESULTS OR ARE SAFE FOR ANY PURPOSE INCLUDING THE INTENDED PURPOSE; OR THAT ANY OF THE ABOVE WILL NOT INTERFERE WITH PRIVATELY OWNED RIGHTS OF OTHERS. THE U.S. GOVERNMENT SHALL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ATTRIBUTED TO SUCH RESEARCH OR RESULTING PRODUCT, INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DELIVERED UNDER THIS AGREEMENT. THIS DISCLAIMER DOES NOT AFFECT ANY RIGHTS THE U.S. GOVERNMENT MAY HAVE AGAINST THIRD PARTIES ARISING FROM WORK CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

9. Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the matters contemplated herein. No promises or representations have been made by Alliance or Awardee other than those contained in this Agreement.
10. Reporting: Awardee agrees to submit reports and deliverables as outlined in Appendix C, attached hereto.
11. Amendment: This Agreement may be amended or modified only by a written instrument executed by both Alliance and Awardee.
12. Assignment: Awardee may not assign this Agreement or any of its rights hereunder, or delegate or subcontract any of its obligations hereunder, without the prior written consent of Alliance. Alliance may assign this Agreement to a successor operator of NREL for the DOE.
13. Governing Law and Forum: This Agreement and all disputes arising hereunder shall be subject to, governed by, and construed in accordance with the laws of the State of Colorado, without regard to conflict of laws provisions that would require the application of the laws of any other jurisdiction. The Parties shall comply with U.S. Export Administration Laws and Regulations.
14. Waiver: No delay or omission by Alliance in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Awardee on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.
15. Severability: In the event that any provision of this Agreement shall be invalid, illegal, or otherwise unenforceable, the validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

AGREED:

AWARDEE ACCEPTANCE

ALLIANCE ACCEPTANCE

Signature Date
Name:
Title:

Signature Date
Name:
Title:

APPENDIX A
STATEMENT OF WORK

Awardee Name:	
Company Name:	
Award Amount:	\$275,000
Technology Partner Institution:	

- **Objectives of the Chevron Studio Scale-Up Track include:**
 - Provide follow-on support to Awardees to continue to progress technology and company development.
 - De-risk investment opportunities and accelerate the speed to market for early-stage startups through scale up and expert technical assistance and validation.
 - Develop a 10x-1000X scaled up prototype of tool or closed loop process by end of the Scale-Up Track so as to be ready for a field trial.
 - Obtain technical assistance to the Awardee from the technology host where possible, including lab/pilot plant space, equipment, access to SMEs, etc. as required and subject to availability to ensure Awardee is able to meet the requirements under the APP.

- **Tasks**
 - License the applicable intellectual property from INSTITUTION NAME.
 - Enter into a technical assistance agreement with INSTITUTION NAME (“Institution”) to access the institution’s resources and expertise needed to assist with scale-up of IP TITLE and meet the deliverables of this Agreement. The technical assistance agreement with the Institution should not conflict with the terms of this Agreement,—especially with regard to the U.S. Department of Energy’s rights under Appendix B.
 - Develop a design for the 10x-1000x scaled-up version of the technology that includes a process flow diagram, heat and material balance, equipment list, raw material and utility consumption, operating expenses, equipment cost, and factored total installed cost.
 - Conduct a technoeconomic analysis and develop a minimum commercial-scale design that includes comments on next steps.

- **Deliverables**
 - Awardee agrees to provide Alliance with proof of licensing of the applicable intellectual property from INSTITUTION NAME.
Due on or before the last day of month 4 following the execution of this Agreement.
 - Awardee agrees to provide Alliance with a summary of employees hired and inventors collaborated with to support the scale-up of the technology and company.
Due on or before the last day of month 6 following the execution of this Agreement.
 - Awardee will provide Alliance with a design and/or evidence of a 10x-1000x scaled-up prototype that includes the following elements: process flow diagram, heat and material balance, equipment list, raw material and utility consumption, operating expenses, equipment cost, and factored total installed cost.
Due on or before the last day of month 12 following the execution of this Agreement.
 - Awardee will provide Alliance with a technology-validation and commercial-viability evaluation with comments on next steps.
Due on or before the last day of month 12 following the execution of this Agreement.

APPENDIX B

INTELLECTUAL PROPERTY RIGHTS (ALTERNATE I.D)

PATENT RIGHTS

1. The following definitions shall be used for this Clause.
 - A. "Subject Invention" means any invention or discovery of Alliance, or, to the extent another ACT Participant or an Alliance subcontractor is performing any work under this Agreement, of the ACT Participant or Alliance subcontractor respectively, conceived in the course of, or under this Agreement or, in the case of an invention previously conceived by Alliance, ACT Participant or Alliance subcontractor, first actually reduced to practice in the course of or under this Agreement. "Subject Invention" includes any art, method, process, machine, manufacture, design or composition of matter, or any new and useful improvement thereof, or any variety of plant, whether patented under the Patent Laws of the United States of America or any foreign country, or unpatented.
 - B. "Alliance" means Alliance for Sustainable Energy, LLC as Operator of National Renewable Energy Laboratory operating under DOE Prime Contract No. DE-AC36-08GO28308 or any successor contractor thereof.
 - C. "ACT Participant" means a non-Federal entity that is a signatory to this Agreement.
2. Any Subject Invention made by Alliance under this Agreement will be governed by the provisions of its Prime Contract with the DOE.
3. The ACT Participant(s) and Alliance subcontractor(s), as applicable, may retain title to their own Subject Inventions, subject to, the Government retaining a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced by or on behalf of the United States the Subject Inventions throughout the world, a requirement to report their Subject Inventions to DOE within 6 months after conception or first actual reduction to practice, whichever occurs first, in the course of or under this Agreement, U.S. Preference (35 U.S.C. § 204), and such other conditions consistent with DOE patent waiver policy.

RIGHTS IN TECHNICAL DATA -PROPRIETARY DATA PROTECTION

1. The following definitions shall be used for this Clause.
 - A. "Alliance" means Alliance for Sustainable Energy, LLC Operator of National Renewable Energy Laboratory, operating under DOE Prime Contract No. DE-AC36-08GO28308 or any successor contractor thereof.
 - B. "ACT Participant" means a non-Federal entity that is a signatory to this Agreement.
 - C. "Generated Information" means information produced in the performance of this Agreement and Facility subcontracts under this Agreement.
 - D. "Proprietary Information" means information which is developed at private expense, is marked as Proprietary Information, and embodies: (1) trade secrets; or (2) commercial or financial information which is privileged or confidential under the Freedom of Information Act (5 USC 552 (b)(4)).
 - E. "Unlimited Rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
 - F. "Computer Software" means (i) computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

2. For the work to be performed at the DOE/NNSA facility, the Parties agree to furnish to Alliance or leave at the facility that information if any, which is: (1) essential to the performance of work by Alliance personnel; or (2) necessary for the health and safety of such personnel in the performance of the work. Any information furnished to Alliance shall be deemed to have been delivered with Unlimited Rights unless marked as Proprietary Information. Any party furnishing information agrees that it has the sole responsibility for appropriately identifying and marking all documents containing Proprietary Information.
3. The ACT Participant(s) may designate as Proprietary Information any Generated Information where such data would embody trade secrets or would comprise commercial or financial information that is privileged or confidential if it were obtained from a third party. Such Proprietary Information will, to the extent permitted by law, be maintained in confidence and disclosed or used by Alliance (under suitable protective conditions) only for the purpose of carrying out Alliance's responsibilities under this Agreement. Upon completion of activities under this Agreement, such Proprietary Information will be disposed of as requested by ACT Participant. Before Alliance releases data associated with this Agreement to anyone other than the Parties to this Agreement, the ACT Participant(s) will be afforded the opportunity to review that data to ascertain whether it is Proprietary Information and to mark it as such.
4. The Government and Alliance agree not to disclose properly marked Proprietary Information to anyone other than the ACT Participant(s) without written approval of the disclosing party, except to Government employees who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 USC 1905). The Government and Alliance shall have the right, at reasonable times up to three (3) years after the termination or completion of this Agreement, to inspect any information designated as Proprietary Information, for the purpose of verifying that such information has been properly identified as Proprietary Information.
5. The ACT Participant(s) is solely responsible for the removal of all of its Proprietary Information from the facility by or before termination of this Agreement. The Government and Alliance shall have Unlimited Rights in any information which is not removed from the Facility by termination of this Agreement. The Government and Alliance shall have Unlimited Rights in any Proprietary Information which is incorporated into the facility or equipment under this Agreement to such extent that the facility or equipment is not restored to the condition existing prior to such incorporation.
6. The Government shall have Unlimited Rights in all Generated Information produced or information provided to Alliance by the Parties under this Agreement, except for information which is disclosed in a Subject Invention disclosure being considered for patent protection, or which is marked as being Proprietary Information.
7. Copyrights. ACT Participant and Alliance may assert Copyright in any of their Generated Information. Subject to the other provisions of this clause, and to the extent copyright is asserted, the Government reserves for itself and others acting in its behalf, a paid-up, world-wide, irrevocable, non-exclusive license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, prepare derivative works, and perform any such copyrighted works.
8. When Alliance asserts copyright in its Computer Software developed under this Agreement, the Government has for itself and others acting on its behalf, a royalty-free, nontransferable, nonexclusive, irrevocable worldwide copyright license to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government (narrow-license). After Alliance abandons or no longer commercializes the copyrighted Computer Software, the Government has for itself and others acting on its behalf, a royalty-free, nontransferable, nonexclusive, irrevocable worldwide copyright license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government (broad-license).
9. The terms and conditions of this Clause shall survive this Agreement, in the event that this Agreement is terminated before completion of the Statement of Work.

APPENDIX C

REPORTING AND PROGRAM DELIVERABLES

- A. Awardee agrees to participate in weekly or as needed check-ins with Chevron Studio program management team as schedule by Alliance to monitor progress and consider mentoring/support needs.
Due throughout Term.

- B. Awardee agrees to provide a verbal or written summary of status on tasks monthly or as requested by Alliance over the course of the Chevron Studio project.
Due throughout Term.

- C. Awardee will provide Alliance with a final report to Alliance and to present such final report to the Chevron Studio joint steering committee, as scheduled by Alliance, which will include a technology evaluation and commercial potential, financial plan, scale-up and commercialization plan, and management structure
Due on or before the last day of month 23 following the execution of this Agreement.

- D. Awardee will present to the Chevron Studio Joint Steering Committee, as scheduled by Alliance, on progress, plan forward, including where it is anticipated CS-A technical assistance will take place.
Due on or before the last day of month 24 following the execution of this Agreement.

Initials

Awardee: _____

Date: _____