



CONFLICT OF INTEREST POLICY

U.S. Department of Energy

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**[Bipartisan Infrastructure Law: Additional Clean Hydrogen
Programs (Section 40314): Regional Clean Hydrogen Hubs]**

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**MIDWEST ALLIANCE FOR CLEAN HYDROGEN, LLC'S CONFLICT OF INTEREST
POLICY & PLAN**

I. INTRODUCTION

Midwest Alliance For Clean Hydrogen, LLC. (“MachH2” or the “Company”) has prepared this Conflict of Interest (“COI”) Policy & Plan (this “COI Policy”) to identify and mitigate any potential, actual, or perceived financial or organizational COI that might arise from work to be performed by MachH2 and/or its Subrecipients, if awarded a contract under the U.S. Department of Energy’s (“DOE” or the “Agency”) Solicitation No. DE-FOA-0002779 (the “Solicitation”) for the Bipartisan Infrastructure Law: Additional Clean Hydrogen Programs (Section 40314): Regional Clean Hydrogen Hubs. Capitalized terms used and not otherwise defined herein have the meanings ascribed in Section III(C).

The Solicitation’s Representations and Certifications require an offeror to certify that it: (1) has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE; (2) shall promote and enforce compliance by Covered Persons with DOE’s Interim Conflict of Interest (COI) Policy’s requirements including those pertaining to disclosure of Significant Financial Interests; (3) shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports (“FOCI reports”) to DOE; (4) agrees to make information available, promptly upon request, to DOE relating to any Covered Person’s disclosure of financial interests and the Recipient’s review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient’s determination of a financial conflict of interest; and (5) shall fully comply with the requirements of the DOE Interim COI Policy.

II. PURPOSE OF POLICY

The purpose of this COI Policy is to provide an up-to-date, written, and enforced administrative process within the Company to identify and manage any potential, perceived, or actual financial and organizational COIs with respect to all projects for which financial assistance funding is sought or received from DOE in compliance with DOE’s Interim COI Policy.¹

Additionally, this COI Policy seeks to:

- Provide a Company administrative process to identify, manage, resolve, and report (if applicable) any potential, perceived, or actual financial COI or organizational COI.
- Prevent potential or perceived financial COIs or organizational COIs and ensure timely identification of all potential COI situations arising in connection with a project that is wholly funded or partially funded under the DOE financial assistance award.

¹ The Company’s COI Policy does not apply to Office of Indian Energy and Phase 1 Small Business Innovation Research (“SBIR”)/Small Business Technology Transfer (“STTR”) funding opportunity announcements and financial assistance awards, which are specifically exempted from DOE’s Interim COI Policy. See U.S. Dep’t of Eng. Interim Policy at pdf 1; *id.* at Appx. 1, § II.

- Ensure immediate and appropriate action in the event of a breach of this COI Policy, including termination of MachH2, Subrecipient, PMO, and/or subcontractor employees that intentionally do not comply with this COI Policy.
- Establish training programs geared to educate Covered Persons on the specific COI concerns and prevent a COI in accordance with this COI Policy.
- Ensure any Covered Person meets all requirements to disclose any Significant Financial Interests (as defined herein) to ensure any perceived, possible, or actual financial COIs are identified, mitigated, and/or reported (as required).

III. APPLICABILITY & DEFINITIONS

A. To whom does MachH2's COI Policy apply?

In accordance with DOE's Interim COI Policy, this COI Policy is applicable to:

1. The Company as a whole when it applies for or receives a DOE financial assistance award;
2. Each Subrecipient, the Project Management Organization² ("PMO"), and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE, or who is planning to participate in or is participating in the Company's and/or any Subrecipient's project that is wholly funded or partially funded under the DOE financial assistance award; and
3. Each non-federal entity (i.e., lower-tier contractor, consultant, or vendor) that works on or supports the Company's or any Subrecipient's DOE financial assistance award.

Each of the persons and entities set forth in Subsections 1-3 above, shall constitute a "Covered Person".

B. What is a Conflict of Interest?

DOE's Interim COI Policy identifies two types of conflicts of interest: (1) an **organizational COI**; and (2) a **financial COI**.

Generally speaking, a potential COI arises when a Covered Person or that person's family member³ or business: (1) stands to gain a *financial benefit* from an action another Covered Person takes or a transaction into which another Covered Person enters; or (2) has *another interest* that impairs, or could be seen to impair, the independence or objectivity of the director, officer or key person in discharging their duties to a Covered Person.

² The Project Management Organization is expected to be responsible for management and reporting of the Project, subject to oversight by MachH2.

³ "Family members" include parents and parents-in-law, spouses or domestic partners, siblings (whether whole or half-blood) and siblings-in-law, children (whether natural or adopted) and children-in-law, grandparents and grandparents-in-law, grandchildren, and great-grandchildren.

The situations in which **organizational COIs** arise, as addressed in Federal Acquisition Regulation (“FAR”) Subpart 9.5, can be broadly categorized into three groups: (1) biased ground rules; (2) impaired objectivity; and (3) unequal access to information.

- **Biased ground rules:** consists of situations in which a firm, as part of its performance of a government contract, has in some sense set the ground rules for another government contract by, for example, writing the statement of work or the specifications. In these “biased ground rules” cases, the primary concern is that the firm could skew the competition, whether intentionally or not, in favor of itself. *See FAR 9.505–1; FAR 9.505–2.* These situations may also involve a concern that the firm, by virtue of its special knowledge of the agency’s future requirements, would have an unfair advantage in the competition for those requirements.
- **Impaired objectivity:** comprises cases where a firm’s work under one government contract could entail its evaluating itself, either through an assessment of performance under another contract or an evaluation of proposals. *See FAR 9.505–3.* In these “impaired objectivity” cases, the concern is that the firm’s ability to render impartial advice to the government could appear to be undermined by its relationship with the entity whose work product is being evaluated. *See id.*
- **Unequal access to information:** consists of situations in which a firm has access to nonpublic information as part of its performance of a government contract and where that information may provide the firm a competitive advantage in a later competition for a government contract. *See FAR 9.505–4.*

Financial COIs involve situations where a Covered Person or the Covered Person’s spouse or dependent children has a Significant Financial Interest or financial relationship that could directly and significantly affect the design, conduct, reporting or funding of a project.

C. Definitions

MachH2’s COI Policy utilizes the following definitions in accordance with DOE’s Interim COI Policy.

- *Award, financial assistance award or Federal award* means the same as the definition provided in 2 CFR 200.1 for Federal award.
- *Contracting Activity* means an organizational element that has the authority to award and administer contracting and financial assistance instruments.
- *Cooperative Agreement* means that certain Cooperative Agreement by and between the Department of Energy (the “DOE”) Office of Clean Energy Demonstrations (“OCED”) and MachH2 issued pursuant to the Solicitation.
- *Covered Person* has the meaning ascribed to such term in Section III(A).
- *Covered Person’s non-Federal entity responsibilities* means a Covered Person’s professional responsibilities on behalf of the non-Federal entity, and as defined by the non-Federal entity in its

policy on FCOIs, which may include: activities such as research, research consultation, teaching, professional practice, institutional committee memberships, and service on panels such as Institutional Review Boards or Data and Safety Monitoring Boards.

- *Disclosure of Significant Financial Interests* means an individual's disclosure of Significant Financial Interests to a non-Federal entity.
- *DOE* means the U.S. Department of Energy, the National Nuclear Security Administration (NNSA), and any components of the DOE to which the authority involved may be delegated.
- *DOE program office* means the organizational unit of DOE, led by an officer of the Department who has been appointed by the President by and with the advice and consent of the Senate, that funds and/or manages the awards subject to this COI Policy. For purposes of this COI Policy, the term *DOE program office* includes the organization responsible for executing program management functions; the cognizant contracting activity; and the field elements in safety and health, administrative, management, and technical areas.
- *Financial conflict of interest or FCOI* means a situation in which a Covered Person or the Covered Person's spouse or dependent children has a Significant Financial Interest or financial relationship that could directly and significantly affect the design, conduct, reporting or funding of a project.
- *FCOI report* means a non-Federal entity's report of a FCOI to the DOE program office.
- *Financial interest* means anything of monetary value, whether or not the value is readily ascertainable.
- *Institution of Higher Education* means the same as the definition provided at 20 U.S.C. § 1001(a).
- *Manage* means taking action to address a FCOI, which can include mitigating or eliminating the COI, to ensure, to the extent possible, that the purpose, design, conduct, and reporting of a project will be free from bias.
- *Organizational conflict of interest* means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).
- *Potential conflict of interest* exists when an impartial observer reasonably believes that actual or apparent past, present, or currently planned interests could constitute a conflict of interest with a project funded under a DOE Award.
- *Project* means the interdependent activities funded wholly or in part under the DOE Award. A project has a defined start and end point with objectives described in an application or in an approved scope that, when attained, signify completion and achievement of a specific goal, and

creation of a unique product, service, or result. For awards that include recipient cost share as part of the approved budget, activities funded with that recipient cost share are included.

- *Recipient* means an entity, usually but not limited to non-Federal entities, that receives a Federal Award directly from a Federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award.
- *Senior/key personnel* means the PMO and any other person or entity that significantly influences the design, conduct, or reporting of a project funded under a DOE Award; and any other person identified as senior/key personnel by the non-Federal entity in the application for financial assistance, approved budget, progress report, or any other report submitted to the DOE by the non-Federal entity pursuant to the DOE Award or under this COI Policy.
- *Significant Financial Interest* means:
 - (1) A financial interest consisting of one or more of the following interests of a Covered Person (and those of the Covered Person's spouse and dependent children) that reasonably appears to be related to the Covered Person's non-Federal entity responsibilities:
 - (i) With regard to any foreign or domestic publicly traded entity, a *Significant financial interest* exists if the value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds \$5,000. For purposes of this definition, except as otherwise provided in clause (3) below, remuneration includes salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices or other reasonable measures of fair market value.
 - (ii) With regard to any foreign or domestic non-publicly traded entity, a *Significant Financial Interest* exists if the value of any remuneration, not otherwise disclosed as current, pending, or other support, received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds \$5,000, or when the Covered Person (or the Covered Person's spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest), other than in MachH2.
 - (iii) Intellectual property rights and interests (e.g., patents, copyrights), upon receipt of income related to such rights and interests.
 - (2) A Covered Person also must disclose the occurrence of any reimbursed or sponsored travel (i.e., that which is paid on behalf of the Covered Person and not reimbursed to the Covered Person so that the exact monetary value may not be readily available) related to their institutional responsibilities that is not otherwise disclosed in current and pending or other support disclosures, provided that this disclosure requirement does not apply to travel

that is reimbursed or sponsored by a Federal, state, or local government agency of the United States; a domestic Institution of Higher Education; or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

- (3) The term *Significant Financial Interest* does not include the following types of financial interests: salary, royalties, or other remuneration paid by a Covered Person to another Covered Person if such Covered Person is currently employed or otherwise appointed by the Covered Person or an affiliate of the Covered Person, including intellectual property rights assigned to MachH2 and/or Subrecipient and agreements to share in royalties related to such rights; any ownership interest in MachH2 and/or Subrecipient held by the Covered Person, if MachH2 and/or Subrecipient is a commercial or for-profit organization; income from investment vehicles, such as mutual funds and retirement accounts, as long as the Covered Person does not directly control the investment decisions made in these vehicles; income from seminars, lectures, or teaching engagements sponsored by a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education; or income from service on advisory committees or review panels for a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education.
- *Small Business Innovation Research* (SBIR) Program and *Small Business Technology Transfer* (STTR) Program mean the extramural research programs for small businesses that are run by the DOE Office of Science and the Advanced Research Projects Agency-Energy and certain other Federal agencies under Public Law 97-219, the Small Business Innovation Development Act, as amended, and Public Law 102-564.
- *Subrecipient* means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award, but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

IV. CONFLICT OF INTEREST POLICY

DOE's Interim COI Policy requires MachH2 to have an up-to-date, written, and enforced administrative process to identify and manage financial and organizational COIs with respect to all projects for which financial assistance funding is sought or received from DOE.

MachH2 commits to taking actions necessary to identify, mitigate, manage, resolve, and report possible, perceived, or actual financial COIs, including any financial conflicts of a Covered Person. This includes the management of an identified financial COI, including the development and implementation of a management plan and, if necessary, a retrospective review and a mitigation report. Likewise, MachH2 commits to taking actions necessary to identify, mitigate, manage, resolve, and report possible, perceived, or actual organizational COIs.

MachH2's COI Policy is to perform the following objectives in accordance with DOE's Interim COI Policy:

1. Provide an up-to-date, written, enforced policy on financial COIs that complies with the DOE's Interim COI Policy;
2. Make this COI Policy available via the Company's publicly accessible website;
3. Inform each Covered Person on financial COIs, the Covered Person's responsibilities regarding disclosure of Significant Financial Interests, and of DOE's Interim COI Policy;
4. Require each Covered Person to complete training regarding financial COIs in accordance with the DOE Interim COI Policy requirements;
5. Assign a Designated COI Official to solicit and review disclosures of Significant Financial Interests from each Covered Person who is planning to participate in, or is participating in, the project funded under a DOE Award;
6. Require each Covered Person who is planning to participate in the DOE Award disclose to the non-Federal entity's designated official(s) the Covered Person's Significant Financial Interests (and those of the Covered Person's spouse and dependent children) (a) no later than the time of application for the DOE Award; or (b) prior to participating in a project funded under a DOE Award in the Company seeks to add a Covered Person after the time of application;
7. Require each Covered Person to disclose the occurrence of any reimbursed or sponsored travel related to their institutional responsibilities that is not otherwise disclosed in current and pending or other support disclosures to the extent required by DOE's Interim COI Policy;
8. Require each Covered Person who is participating in the DOE Award to submit an updated disclosure of Significant Financial Interests at least annually, in accordance with the specific time period prescribed by the non-Federal entity, during the period of the award;
9. Require each Covered Person who is participating in the DOE Award to submit an updated disclosure of Significant Financial Interests within thirty days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new Significant Financial Interest;
10. Require each disclosure and updated disclosure to be signed and dated by the Covered Person and includes the required certification statement in DOE's Interim COI Policy;
11. Provide guidelines consistent with DOE's Interim COI Policy for the Designated COI Official to determine whether a Covered Person's Significant Financial Interest is related to a project funded under a DOE Award and, if so related, whether the Significant Financial Interest is a financial COI;
12. Take such actions as necessary to manage financial COIs, including any financial conflicts of a Covered Person including the development and implementation of a management plan and, if necessary, a retrospective review and a mitigation report;

13. Maintain records relating to all Covered Person disclosures of financial interests and MachH2's review of and response to such disclosures (whether or not a disclosure resulted in the non-Federal entity's determination of a financial COI) and all actions under this COI policy or retrospective review, if applicable, for the time period specified in 2 C.F.R. § 200.334 or, where applicable, from other dates specified in the individual award terms and conditions;
14. Establish adequate enforcement mechanisms and provide for employee sanctions or other administrative actions to ensure Covered Person compliance as appropriate; and
15. Certify, prior to Award, that MachH2:
 - a. Has in effect an up-to-date, written, and enforced administrative process to identify and manage COIs with respect to all projects for which financial assistance funding is sought or received from DOE;
 - b. Shall promote and enforce Covered Person compliance with DOE's Interim COI Policy requirements including those pertaining to disclosure of Significant Financial Interests;
 - c. Shall manage financial COIs and provide initial and ongoing FCOI reports to DOE consistent with DOE's Interim COI Policy;
 - d. Agrees to make information available, promptly upon request, to DOE relating to any Covered Person disclosure of financial interests and MachH2's review of, and response to, such disclosure, whether or not the disclosure resulted in the non-Federal entity's determination of a financial COI; and
 - e. Shall fully comply with the requirements of DOE's Interim COI Policy.

A. Corporate Oversight and Responsibilities

The key to preventing any potential or perceived organizational COIs or financial COIs rests on a comprehensive and continuous process of information management and requires cooperation and coordination among MachH2's Designated COI Official (who is in charge of reviewing and managing any financial COIs or organizational COIs and providing reports to DOE as required in DOE's Interim COI Policy), MachH2's Project Manager, MachH2's Contracts Manager, MachH2's President, the PMO, and Subrecipients.

1. MachH2's Designated COI Official

Pursuant to DOE's Interim COI Policy, MachH2 has selected **Neil Banwart** as the Company's Designated COI Official, who is responsible for initiating a COI inquiry into a potential, perceived, or actual financial COIs or organizational COIs.

Regarding financial COIs, MachH2's Designated COI Official is responsible for determining whether a Covered Person's Significant Financial Interest is related to a project funded under a DOE Award and, if so related, whether the Significant Financial Interest is a financial COI.

- A Covered Person's Significant Financial Interest is related to a project funded under a DOE Award when the non-Federal entity, through its designated official(s), reasonably determines that the Significant Financial Interest could be affected by the project, could affect the project, is in an entity whose financial interest could affect the project, or is in an entity whose financial interest could be affected by the project.
- A financial COI exists when the non-Federal entity, through its designated official(s), reasonably determines that the Significant Financial Interest could directly and significantly affect the purpose, design, conduct, or reporting of the project funded under a DOE Award.

The Designated COI Official must review and manage any potential, perceived, or actual financial COI and provide reports to DOE as required in DOE's Interim COI policy.

MachH2's Designated COI Official is also responsible for:

- Identifying any Company project that is wholly funded or partially funded under the DOE financial assistance award;
- Identifying any individual that qualifies as a Covered Person under the Company's COI Policy;
- Informing each Covered Person of the Company's COI Policy and the Covered Person's requirement to complete to disclose his or her Significant Financial Interests: (a) no later than the time of application for the DOE Award; or (b) prior to participating in a project funded under a DOE Award;
- Ensuring each Covered Person has completed the requirement disclose of his or her Significant Financial Interests: (a) no later than the time of application for the DOE Award; or (b) prior to participating in a project funded under a DOE Award;
- Ensuring all Covered Persons submit an updated disclosure of Significant Financial Interests at least annually during the period of the project's award, which shall include: (a) any information that was not initially disclosed to the Company; (b) any information that was not disclosed to the Company in any subsequent disclosures; and (c) any update information regarding any previously disclosed Significant Financial Interest (e.g., the updated value of a previously disclosed equity interest);
- Soliciting and reviewing Covered Person disclosures to determine whether a Covered Person's Significant Financial Interest is related to a project funded under a DOE Award and, if so related, whether the Significant Financial Interest is a financial COI;

- Providing a report with recommended actions to MachH2's President for his or her review, approval, and further action (if applicable);
- Completing, prior to the Company's expenditure of any funds under a DOE Award, the review of all Covered Person disclosures of Significant Financial Interests, determining whether any of the disclosures relate to the project funded under the DOE Award, determining whether a financial COI exists; and, if so, developing and implementing a management plan that shall specify the actions that have been, and shall be, taken to manage such financial COI;
- Providing initial and ongoing FCOI reports,⁴ which identify any unmanaged or unmanageable financial COIs, to DOE as required in DOE's Interim COI Policy;
- Maintaining records relating to all Covered Person disclosures of financial interests and the Company's review of and response to such disclosures (whether or not a disclosure resulted in the Company's determination of a financial COI) and all actions under the Company's COI Policy or in retrospective review, if applicable, for the time period specified in 2 C.F.R. § 200.334 or, where applicable, from other dates specified in the individual award terms and conditions; and
- Completing any other obligations required by MachH2's Designated COI Official within this COI Policy and DOE's Interim COI Policy.

2. MachH2's Project Manager

MachH2's PMO will ensure all training requirements for project personnel are followed and will also ensure that his/her team maintains a central repository of project performance information sufficient to ensure a comprehensive organizational COI review. Additionally, the PMO shall provide annual COI training.

3. MachH2's Contracts Manager

MachH2's Contracts Manager, **Dami Kehinde (Guidehouse)**, will provide guidance to the project team and MachH2's President regarding organizational COI and employee COI. The Contracts Manager will ensure that subcontractors, vendors, consultants, and other independent resources comply with this COI Policy by making it part of the terms and conditions of MachH2's lower-tier subcontracts and vendor agreements. This includes flow down of the requirements of DOE's Interim COI Policy.

4. MachH2's President

MachH2's President, **Dorothy Davidson**, will serve as MachH2's ombudsman who has sufficient knowledge and expertise to make judgments regarding the potential, perceived, or actual financial COI or organizational COI in any given situation. The President is also responsible for the overall COI process

⁴ DOE has discretion to require that the FCOI report also include managed financial conflicts of interest, and the requirement to do so will be specified in the applicable Funding Opportunity Announcement and/or terms and conditions of the financial assistance award. In addition to the standard FCOI report, DOE may require a non-Federal entity to routinely submit all or some Covered Person disclosures of Significant Financial Interests.

and has the authority to terminate any employee, subcontractor, vendor, or consultant that does not comply with this COI Policy.

B. Organizational Conflicts of Interest

The primary objectives of MachH2's organizational COI policy is to prevent and/or mitigate any situation in which an organizational COI may arise as addressed in FAR Subpart 9.5, i.e., (1) biased ground rules; (2) unequal access to information; and (3) impaired objectivity.

As of December 2023, MachH2 does not have a parent, affiliate, or subsidiary organization. To the extent this changes, MachH2 will update this COI Policy accordingly to ensure compliance with DOE's Interim COI Policy.

To the extent MachH2 becomes aware of any potential or actual organizational COI, it shall disclose such COI in writing to the appropriate DOE program office in (a) any application for financial assistance; or (b) prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization (to the extent one exists in the future). In compliance with DOE's Interim COI Policy, such a disclosure shall include: (i) the name, address, and website (as applicable) of the entity that presents a potential or actual organizational COI; (ii) the relationship between the non-Federal entity and the entity at issue; (iii) the nature of the anticipated procurement or other transaction with the parent, affiliate, or subsidiary organization; (iv) the anticipated value of the procurement or other transaction, and the basis for making the procurement or other transaction with a parent, affiliate, or subsidiary organization; (v) the basis for the non-Federal entity's determination regarding the existence of an organizational conflict of interest; and (vi) how the non-Federal entity will avoid, neutralize, or mitigate the organizational conflict of interest.

MachH2 recognizes that if the effects of the potential or actual organizational COI cannot be avoided, neutralized, or mitigated, it shall procure goods and services from other sources when using DOE funds.

C. Financial Conflicts of Interest

A financial COI exists when the Company, through its Designated COI Official, reasonably determines that a Covered Person's Significant Financial Interest could directly and significantly affect the purpose, design, conduct, or reporting of the project funded under a DOE Award.

1. Duties of Covered Persons to Disclose

In accordance with DOE's Interim COI Policy, every **Covered Person** has: (a) **a duty and responsibility to disclose Significant Financial Interests**; and (b) **a requirement to complete training** regarding the disclosure of Significant Financial Interests (i) prior to engaging in projects related to any DOE Award; (ii) at least once every four years; and (iii) immediately when any of the following circumstances apply:

- MachH2 revises its financial COI policies or procedures in any manner that affects the requirements of Covered Persons;
- A Covered Person is new to MachH2; or

- MachH2 finds that a Covered Person is not in compliance with MachH2’s COI Policy.

Definition of “Significant Financial Interest” under DOE’s Interim COI Policy	
Any foreign or domestic <i>publicly</i> traded entity	<p>The value of any remuneration received from the entity in the twelve months preceding the disclosure and the value of any equity interest in the entity as of the date of disclosure, when aggregated, exceeds \$5,000.</p> <p>Remuneration includes:</p> <ul style="list-style-type: none"> • Salary and any payment for services not otherwise identified as salary (e.g., consulting fees, honoraria, paid authorship); • Equity interest includes any stock, stock option, or other ownership interest, as determined through reference to public prices; or • “[O]ther reasonable measures of fair market value[.]”
Any foreign or domestic <i>non-publicly</i> traded entity	<p>(a) The value of any remuneration, not otherwise disclosed as current, pending, or other support, received from the entity in the twelve months preceding the disclosure, when aggregated, exceeds \$5,000; or</p> <p>(b) When the Covered Person (or the Covered Person’s spouse or dependent children) holds any equity interest (e.g., stock, stock option, or other ownership interest).</p>
Intellectual property rights and interests	<p>Upon receipt of income related to such rights and interests (e.g., patents, copyrights, etc.).</p>

Significant Financial Interest *does not* include:

- Salary, royalties, or other remuneration paid by MachH2 and/or Subrecipients to the Covered Person if the Covered Person is currently employed or otherwise appointed by another Covered Person, including intellectual property rights assigned to MachH2 and/or Subrecipients and agreements to share in royalties related to such rights;
- Any ownership interest in MachH2 and/or Subrecipients held by the Covered Person, because MachH2 and/or Subrecipients are commercial, for-profit organizations;

- Income from investment vehicles, such as mutual funds and retirement accounts, as long as the Covered Person does not directly control the investment decisions made in these vehicles;
- Income from seminars, lectures, or teaching engagements sponsored by a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education; or
- Income from service on advisory committees or review panels for a Federal, state, or local government agency of the United States, a domestic Institution of Higher Education, or a domestic research institute that is affiliated with a domestic Institution of Higher Education.

Under this Policy, Covered Persons are required to:

1. Complete MachH2's Significant Financial Interests and Disclosures Form, attached hereto as **Appendix A** (a "Disclosure Form"), disclosing the **Covered Person's Significant Financial Interests (and those of the Covered Person's spouse and dependent children)** either (a) no later than the time of application for the DOE Award; or (b) prior to participating in a project funded under a DOE Award, and submit the completed forms to MachH2's Designated COI Official.
2. **Submit an updated Disclosure Form at least annually**, in accordance with the specific time period prescribed by MachH2 and/or Subrecipients for the particular projects, during the period of the DOE Award. Such disclosure shall include any information that was not disclosed initially or in a subsequent disclosure of Significant Financial Interests (e.g., any financial conflict of interest identified on a DOE Award that was transferred from another non-Federal entity), and shall include updated information regarding any previously disclosed Significant Financial Interest (e.g., the updated value of a previously disclosed equity interest).
3. **Disclose the occurrence of any reimbursed or sponsored travel** (i.e., that which is paid on behalf of the Covered Person and not reimbursed to the Covered Person so that the exact monetary value may not be readily available) related to their institutional responsibilities that is not otherwise disclosed in current and pending or other support disclosures, provided that this disclosure requirement does not apply to travel that is reimbursed or sponsored by a Federal, state, or local government agency of the United States; a domestic Institution of Higher Education; or a domestic research institute that is affiliated with a domestic Institution of Higher Education. This disclosure must include, at a minimum, the purpose of the trip, the identity of the sponsor/organizer, the destination, and the duration.
4. **Complete an updated Disclosure Form within thirty days** of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new Significant Financial Interest.
5. Ensure each Disclosure Form is (a) signed by the Covered Person; (b) dated by the Covered Person; and (c) includes the following certification statement:

I understand that this Disclosure Form is required to obtain funding from the U.S. Government. I, [Full Name and Title], certify to the best of my

knowledge and belief that the information contained in this Disclosure Form is true, complete, and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to U.S. Government's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

2. Management of Financial COIs

a. General Management

Prior to MachH2's and/or Subrecipient's expenditure of any funds under a DOE Award, MachH2's Designated COI Official shall: (a) review all Covered Person disclosures of Significant Financial Interests; (b) determine whether any of the disclosures relate to the projects funded under the DOE Award; and (c) determine whether a financial COI exists; and, if so, develop and implement a management plan that shall specify the actions that have been, and shall be, taken to manage such financial COI.

A nonexclusive list of conditions or restrictions, one or more of which might be imposed to manage a financial COI, includes:

- Public disclosure of the financial COI (e.g., when presenting or publishing the project);
- For projects involving human subjects, disclosure of financial COIs directly to participants;
- Appointment of an independent monitor or oversight committee capable of taking measures to protect the purpose, design, conduct, and reporting of the project against bias resulting from the financial COI;
- Modification of the project plan;
- Change of personnel or personnel responsibilities, or disqualification of personnel from participation in all or a portion of the project;
- Reduction or elimination of the financial interest (e.g., sale of an equity interest); or
- Severance of relationship(s) that create financial COIs.

b. New Disclosure of Significant Financial Interest by New Covered Person or Supplemental Disclosure by Existing Covered Person

MachH2's Designated COI Official shall, **within sixty (60) days** of a Covered Person who is new to participating in a project disclosing a Significant Financial Interest or an existing Covered Person disclosing a new Significant Financial Interest to MachH2 and/or Subrecipient: (a) review the disclosure; (b) determine whether it is related to the project funded under the DOE Award; (c) determine whether a financial COI exists; and, if so, implement, on at least an interim basis, a management plan that shall specify the actions that have been, and will be, taken to manage such financial COI.

Depending on the nature of the Significant Financial Interest, MachH2 may determine that additional interim measures are necessary with regard to the Covered Person's participation in the project funded under the DOE Award between the date of disclosure and the completion of MachH2's review.

c. Identification of a Significant Financial Interest that was not Timely Disclosed by a Covered Person or Previously Reviewed by MachH2

MachH2's Designated COI Official shall, **within sixty (60) days** of MachH2 and/or a Subrecipient identifying a Significant Financial Interest that was not disclosed timely by a Covered Person or that, for whatever reason, was not previously reviewed by the non-Federal entity during an ongoing project funded under a DOE Award (e.g., was not timely reviewed or reported by a Subrecipient): (a) review the Significant Financial Interest; (b) determine whether it is related to the project funded under a DOE Award and; (c) determine whether a financial COI exists.

If a financial COI exists, MachH2's Designated COI Official shall implement, on at least an interim basis, a management plan that shall specify the actions that have been and will be taken to manage such financial COI going forward.

Additionally, whenever a financial COI is not identified or managed in a timely manner, MachH2 shall, **within 120 days** of MachH2's determination of noncompliance, complete a retrospective review of the Covered Person's activities and the project funded under the DOE Award to determine whether any project activity, or portion thereof, conducted during the time period of the noncompliance, was biased in the purpose, design, conduct, or reporting of such project.

MachH2 shall document in the retrospective review at a minimum the following elements: (a) DOE Award number; (b) DOE project title; (c) name of the Recipient; (d) name of the Covered Person with the financial COI; (e) name of the entity with which the Covered Person has a financial COI; (f) reason(s) for the retrospective review; (g) detailed methodology used for the retrospective review (e.g., methodology of the review process, composition of the review panel, documents reviewed); (h) findings of the review; and (i) conclusions of the review.

Based on the results of the retrospective review, if appropriate, MachH2 shall update the previously submitted FCOI report, specifying the actions that will be taken to manage the financial COI going forward.

If bias is found, MachH2 is required to notify the DOE program office promptly and submit a mitigation report to the DOE program office.

The mitigation report shall include, at a minimum, the key elements documented in the retrospective review above, a description of the impact of the bias on the project, and MachH2's plan of action or actions taken to eliminate or mitigate the effect of the bias (e.g., impact on the project; extent of harm done, including any qualitative and quantitative data to support any actual or future harm; analysis of whether the project is salvageable). MachH2 shall then submit FCOI reports annually.

Depending on the nature of the financial COI, MachH2 may determine that additional interim measures are necessary with regard to the Covered Person's participation in the project funded under the DOE Award between the date that the COI or the Covered Person's noncompliance is determined and the completion of MachH2's retrospective review.

d. Monitoring of Management Plan on an Ongoing Basis

In accordance with DOE's Interim COI Policy, whenever MachH2 implements a management plan pursuant to this Policy, the non-Federal entity shall monitor Covered Person compliance with the management plan on an ongoing basis until the completion of the DOE Award.

e. Public Accessibility to Information Concerning Significant Financial Interests

In accordance with DOE's Interim COI Policy, prior to MachH2's and/or Subrecipients expenditure of any funds under a DOE Award, MachH2 shall ensure public accessibility, via a publicly accessible website or written response to any requestor within five business days of a request, of information concerning any Significant Financial Interest disclosed to MachH2 that meets the following three criteria: (1) the Significant Financial Interest is still held by the senior/key personnel as defined by this Policy; (2) MachH2 determined that the Significant Financial Interest is related to the project funded under the DOE Award; and (3) MachH2 determined that the Significant Financial Interest is a financial COI.

MachH2 shall provide the following minimum information: (1) the Covered Person's name; (2) the Covered Person's title and role with respect to the project; (3) the name of the entity in which the Significant Financial Interest is held; (3) the nature of the Significant Financial Interest; and (4) the approximate dollar value of the Significant Financial Interest or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value.

If MachH2 uses a publicly accessible website, the information MachH2 posts shall be updated at least annually. In addition, MachH2 shall update the website within sixty (60) days of MachH2's receipt or identification of information concerning any additional Significant Financial Interest of the senior/key personnel for the project funded under the DOE Award that was not previously disclosed, or upon the disclosure of a Significant Financial Interest of senior/key personnel new to the project, if MachH2 determines that the Significant Financial Interest is related to the project and is a financial COI. The website shall note that the information provided is current as of the date listed and is subject to updates, on at least an annual basis and within sixty (60) days of MachH2's identification of a new financial COI.

If MachH2 responds to written requests for information, MachH2 will note in its written response that the information provided is current as of the date of the correspondence and is subject to updates, on at least an

annual basis and within sixty (60) days of MachH2’s identification of a new financial COI, which should be requested subsequently by the requestor.

Information concerning the Significant Financial Interests of an individual subject to these public information accessibility requirements shall remain available, for responses to written requests or for posting via MachH2’s publicly accessible website, for at least three years from the date that the information was most recently updated.

3. Reporting of Financial COI

In accordance with DOE’s Interim COI Policy, prior to the non-Federal entity’s expenditure of any funds under a DOE-funded project, MachH2 shall provide to the DOE program office a **FCOI report** regarding any Covered Person’s unmanaged or unmanageable Significant Financial Interest found by MachH2 to be conflicting.⁵

MachH2 shall provide, on request, FCOI reports and supporting documentation about any Significant Financial Interest found by MachH2 to be conflicting, regardless of whether or not the conflict has been managed, mitigated, or eliminated.

MachH2 is not required to submit a FCOI report to DOE’s program office in the event it identifies a financial COI and eliminates it prior to the expenditure of DOE-awarded funds.

For any Significant Financial Interest that MachH2 identifies as conflicting subsequent to MachH2’s initial FCOI report during an ongoing project funded under a DOE Award (e.g., upon the participation of a Covered Person who is new to the project), **MachH2 shall provide reports** in accordance with the below DOE Interim COI Policy requirements.

Applicable Event	Report/Review Requirement
If a DOE program office requires MachH2 to include only unmanaged or unmanageable Covered Person FCOIs in the FCOI Report.	Provide to DOE within sixty days an FCOI report regarding the financial conflict of interest if MachH2’s Designated COI Official determines that the FCOI is unmanageable.
A FCOI report involves a Significant Financial Interest that was not disclosed timely by a Covered Person or, for whatever reason, was not previously reviewed or managed by the non-Federal entity (e.g., was not timely reviewed or reported by a subrecipient).	Complete a retrospective review to determine whether any project funded under a DOE Award or portion thereof conducted prior to the identification of the financial conflict of interest was biased in the purpose, design, conduct, or reporting of such project.

⁵ In accordance with DOE’s Interim COI Policy, DOE program offices may, by language in FOAs or term and condition of award, require a non-Federal entity’s FCOI report also list any Covered Person’s Significant Financial Interest found by the non-Federal entity to be conflicting and addressed by a management plan in accordance with this Policy.

MachH2 determines bias is found as a result of a retrospective review.	Notify DOE program office promptly and submit a mitigation report to the DOE program office.
If a DOE program office requires MachH2 to include all Covered Person FCOIs – including managed and unmanaged/unmanageable FCOIs – in the FCOI Report.	Provide to DOE within sixty days, an FCOI report regarding the financial conflict of interest and ensure that MachH2 has implemented a management plan in accordance with this Policy.

MachH2 shall, at a minimum, include the following information in any FCOI report: (a) DOE Award number; (b) name of Recipient; (c) name of the Covered Person with the FCOI; (d) name of the entity with which the Covered Person has a financial COI; (e) nature of any applicable financial interest (e.g., equity, consulting fee, travel reimbursement, honorarium) and/or applicable external relationships or activities; (f) value of any applicable financial interest or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value; (g) a description of how the financial interest relates to the project funded under a DOE Award and the basis for MachH2’s determination that there is a conflict with such project; and (h) (if applicable) a description of the key elements of MachH2’s management plan, including (i) role and principal duties of the conflicted Covered Person in the project, (ii) conditions of the management plan, (iii) how the management plan is designed to safeguard objectivity in the project, (iv) confirmation of the Covered Person’s agreement to the management plan; and (v) how the management plan will be monitored to ensure Covered Person compliance.

Finally, MachH2 shall provide DOE with an **annual FCOI report** that addresses the status of the financial COI and, if applicable, any changes to the management plan for the duration of the DOE Award for any financial COI previously reported by MachH2 with regard to an ongoing project funded under a DOE Award. The annual FCOI report shall specify whether the financial conflict is still being managed, if it remains unmanaged/unmanageable, or why the financial COI no longer exists. MachH2 shall provide annual FCOI reports to DOE for the duration of the project period (including extensions with or without funds) in the time and manner required by term and condition of award.

MachH2 acknowledges that DOE may require it to also routinely submit all or some Covered Person disclosures of financial interests and shall comply with any requirement to do so in accordance with DOE’s Interim COI Policy.

D. Changes to MachH2’s COI Policy

From time to time, this COI Policy may require updating and changing. An updated copy of this COI Policy will be posted on its company website in accordance with DOE’s Interim COI Policy.

E. Violations Of MachH2’s COI Policy

At a minimum, a conflict-avoidance or mitigation plan provides for the recusal of anyone whose participation would create a COI. A policy of full and complete disclosure is followed to assess and prevent potential conflicts of interest from arising.

1. General

When faced with a real or potential conflict, employees and/or Covered Persons will make full disclosure and withdraw from discussions and decisions. Traditional organizational responses to misconduct typically progress from counseling, to warnings in the form of oral or written reprimands, to suspensions with or without pay, and finally to dismissal. A breach of COI rules may, in an extreme case, such as intentional misconduct, constitute a repudiation of the employment contract resulting in immediate termination.

Severe and appropriate disciplinary action will occur for any MachH2 employee, Subrecipient employee, and/or other Covered Person who commits a breach of this COI Policy, as appropriate.

2. Failure of Covered Person to Comply with Company's Financial COI

If the failure of a Covered Person to comply MachH2's COI Policy or a related management plan appears to have biased the purpose, design, conduct, or reporting of the project funded under a DOE Award, MachH2 shall promptly notify the DOE of the failure to comply and of the corrective action taken or to be taken.

MachH2 commits to working with DOE in good faith to disclose all relevant information and understands that consistent with DOE's Interim COI Policy, DOE will consider the situation and, as necessary, take appropriate action, or refer the matter to MachH2 for further action, which may include directions to MachH2 on how to maintain appropriate objectivity in the project funded under the DOE Award. MachH2 recognizes that DOE may, for example, require MachH2 to enforce any applicable corrective actions prior to a DOE Award or when the transfer of a DOE Award involves such a Covered Person.

Additionally, MachH2 acknowledges that consistent with DOE's Interim COI Policy, DOE may inquire, at any time before, during, or after an award, into any Covered Person's disclosure of financial interests and MachH2's review (including any retrospective review) of and response to such disclosure, regardless of whether the disclosure resulted in MachH2's determination of a financial COI. Further, MachH2 recognizes that consistent with DOE's Interim COI Policy, it is required to submit or permit DOE's on-site review of, all records pertinent to compliance with this COI Policy, and that to the extent permitted by law, DOE will maintain the confidentiality of all records of financial interests.

MachH2 further recognizes that consistent with DOE's Interim COI Policy, the DOE program office may decide that, based on its review of records or other information that may be available, a particular financial COI will bias the objectivity of or adversely impact the project funded under the DOE Award to such an extent that further corrective action is needed or that MachH2 has not managed the financial COI in accordance with DOE's Interim COI Policy. Should this occur, DOE may determine that the imposition of specific award conditions under 2 C.F.R. § 200.208 or an action specified under 2 C.F.R. § 200.339 may be appropriate.

3. Failure of Company to Disclose Organizational COI

Finally, consistent with DOE's Interim COI Policy, MachH2 recognizes that if it fails to disclose an organizational COI to DOE prior to engaging in a procurement or transaction using DOE funds with a

parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the costs of such procurement or transaction may be disallowed.

If MachH2 fails to disclose an organizational COI to DOE prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, and the organizational conflict of interest is not avoided, neutralized, or managed, DOE may determine that imposition of specific award conditions under 2 C.F.R. § 200.208 or an action specified under 2 C.F.R. § 200.339 may be appropriate.

F. Required Flow-Down to Subrecipient Non-Federal Entities

In accordance with DOE's Interim COI Policy, the Company shall flow down these financial and organizational COI requirements to any Subrecipient non-federal entity through incorporation in a written agreement. This includes incorporating as part of a written agreement with the Subrecipient terms that establish whether the financial COI policy of MachH2 or that of the Subrecipient will apply to the Subrecipient's Covered Persons. In either event, the Subrecipient shall certify as part of the agreement with MachH2 that its COI policy complies with this COI Policy and/or the DOI Interim Policy.

The Subrecipient is required to make its COI policy available via a publicly accessible website to the extent it is not adopting this COI Policy in lieu of its own. If the Subrecipient does not have any current presence on a publicly accessible website (and only in those cases), the Subrecipient shall make its written policy available to any requestor within five (5) business days of a request. If the Subrecipient cannot provide such certification, the agreement shall state that Subrecipient Covered Persons are subject to the financial COI policy of the recipient non-Federal entity for disclosing financial conflicts of interest.

MachH2's agreement with all Subrecipients shall specify time period(s) for the Subrecipient to report all identified financial conflicts of interest to MachH2. Such time period(s) shall be sufficient to enable MachH2 to provide timely FCOI reports, as necessary, to DOE, as required by DOE's Interim COI Policy.

Finally, MachH2's agreement with all Subrecipients shall require Subrecipients to provide FCOI reports to the DOE program office regarding all financial COIs of all Subrecipient Covered Persons consistent with this COI Policy, i.e., prior to the expenditure of funds and within sixty days of any subsequently identified FCOI.

V. MACHH2'S COMMITMENT

MachH2 is sensitive to DOE's concern that it remain positioned to provide impartial and objective services in connection with anticipated DOE Awards and contracts. MachH2 is committed to ensuring that its work under these contracts is performed in such a way that neither potential nor actual organizational or financial COI situations arise, and to taking the actions described in this COI Policy to prevent such situations from occurring. This is a dynamic COI Policy, and may be modified, if circumstances change. Any COI evaluation may result in specific resolution alternatives that will be identified through MachH2's review process.

APPENDIX A

MACHH2'S SIGNIFICANT FINANCIAL INTERESTS AND DISCLOSURES FORM

[IN PROCESS]