

SUBAGREEMENT

BETWEEN

THE UNITED STATES ENERGY ASSOCIATION, INC.

AND

SUBAGREEMENT NO. USEA/XXX-20YY-CCC-ZZ

This Subagreement ("Subagreement") is entered into on the __ day of _____ 20__, between the United States Energy Association, Inc. ("USEA"), located at 1300 Pennsylvania Avenue, NW, Washington, DC 20004, and _____ ("Subrecipient") located at _____ address _____. USEA and the Subrecipient may be referred to herein in their individual capacities as a "Party" and collectively as the "Parties".

WHEREAS, the Subrecipient has demonstrated to USEA's satisfaction its predominant capacity to perform the services for which it is being engaged; and USEA desires to engage the Subrecipient to perform the services described and set forth herein; and

WHEREAS, the Subrecipient wishes to accept engagement by USEA on the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 -- SCOPE OF WORK; PERFORMANCE STANDARD

- 1.1 Scope of Work. *[To be completed based on specific needs. If needed, Scope of Work may be added to agreement as "Annex 1"]*
- 1.2 Standard for Performance. Subrecipient warrants that the Services to be provided under this Subagreement shall be performed in a professional manner conforming to generally accepted industry standards and practices.

ARTICLE 2 -- PERIOD OF PERFORMANCE

The period of performance of this Subagreement shall commence on _____, 20__, and continue unless terminated earlier pursuant to its terms until _____, 20__. The Subagreement shall not extend beyond this expiration date without prior written approval of the Parties.

ARTICLE 3 -- BUDGET, CONSIDERATION AND PAYMENT

[To be completed for specifics or agreement]

Samples:

Fixed Price Agreement-

3.1 Compensation: The services to be provided under this Subagreement are for a fixed price of \$_____. This price includes compensation for all time and expenses related to this agreement.

Or

Full cost reimbursable Agreement-

3.1 Compensation: This Subrecipient will be reimbursed for all costs associated with this Subagreement, as approved in the attached budget (see Annex _), provided proper receipts and documentation are submitted. Reimbursement amount in not to exceed \$_____.

Or

Full Cost with a negotiated daily or hourly rate:

3.1 Compensation: The services provided shall be reimbursed by USEA to the Subrecipient at a daily rate of \$____, for a minimum eight-hour day. There will be no compensation for time worked that exceeds eight hours in one day. The maximum labor charge allowable by the Subrecipient is \$____, for a total of ___days. Subrecipient will be reimbursed for all relevant expenses, provided approved in advance and upon submission of original receipts.

[NOTE: You may specify which specific expenses you will allow under any of these options.]

3.2 Invoicing. The Subrecipient shall invoice USEA for costs and expenses incurred. USEA shall make payment to within 30 days of USEA’s receipt of payment from the (**insert relevant funding agency**) and upon receipt of a proper invoice. The term “proper invoice” shall mean a numbered and dated original invoice containing the USEA subagreement number ***[Add any other specific details of the effort places and/or any deliverables that the Program Director deems necessary.]***

3.3 Invoices and any required submissions shall be submitted to the following address:

United States Energy Association
1300 Pennsylvania Avenue, NW
Suite 550 Mail Box 142
Washington, DC 20004-3022
Attn: Sharon Lucas

3.4 Audits of Non-Profit Subrecipient. This Section 3.5 applies to non-profit Subrecipients only. If the Subrecipient expends \$750,000 or more in a year in Federal awards, it will undergo, at Subrecipient's cost, an OMB compliance audit, in accordance with the provisions contained in OMB 2 CFR Chapter I and Chapter II, Part 200 or such other audit as may be required by any governmental authority, at its own expense. Annually, the Subrecipient will submit to USEA a copy of its audit and a copy of its annual financial statements within six months after fiscal year end.

3.5 Records, Access to Records and Audits.

(a) The Subrecipient (whether for-profit and non-profit) shall keep accurate records and books showing items and costs billed under this Subagreement, as well as cost data supporting the proposed costs.

(b) The Subrecipient shall preserve and make available, records and books of accounts for a period of three years from the date of final payment under this Subagreement; provided, however, that if this Subagreement or any task is terminated as provided in Article 10 herein, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of the final settlement; and provided further that records and books of accounts which relate to litigation or any settlement of claims arising out of the performance of this Subagreement, or costs and expenses of this Subagreement of which exception has been taken by USEA, shall be retained until such appeals, litigation, claims, or exceptions have been disposed of.

(c) Upon reasonable notice, USEA reserves the right to audit the Subrecipient's records pertaining to this Subagreement. This right includes an examination of the Subrecipient's books, records, documents and other evidence and accounting procedures and practices relating to this Subagreement.

(d) Annually, the Subrecipient will submit to USEA a copy of any such audit and a copy of its annual financial statements within six months after fiscal year end.

3.6 Disallowance of Costs Clause - Direct or Indirect. If for any reason USEA shall be required to repay or refund *[insert Federal agency]* any amount, or if any costs are subsequently disallowed, of any amount billed to USEA by the Subrecipient and/or paid by USEA to the Subrecipient, the Subrecipient shall, upon the written request of USEA, either retract the invoice if unpaid and/or return to USEA any amount so specified. The Subrecipient shall nonetheless retain all of its rights and defenses with respect to the amount refunded.

ARTICLE 4 -- TYPE OF SUBAGREEMENT

This is a *[Specify fixed price or fully reimbursable cost or cost plus]* subagreement. Refer to Article 3.1 for specific details on compensation.

ARTICLE 5 -- REPORTING

The Subrecipient shall submit the following reports to USEA:

[Insert required reporting here]

ARTICLE 6 -- USEA INVOLVEMENT

Subrecipient acknowledges and agrees that USEA will be involved in the activities under this Subagreement in the following ways:

[Insert extent of USEA involvement here]

ARTICLE 7 -- TRAVEL

- 7.1 All travel incurred in execution of this project must comply with the relevant U.S. Government travel policy, procedures, regulations and restrictions. Further, it is the responsibility of the Subrecipient to be aware of and comply with such regulations and to have internal travel policies or directives as may be required.
- 7.2 USEA Approval. Unless this is a Fixed Price Subagreement, USEA must give prior written approval for all travel by the Subrecipient.

ARTICLE 8 -- TECHNICAL DIRECTION

- 8.1 USEA Technical Representative.
- (a) The Subrecipient shall report to and receive technical direction only from the USEA Technical Representative or his designee. The USEA Technical Representative or his designee shall monitor the Subrecipient's performance with regard to compliance with requirements of the **Annex 1: Scope of Work**.
- (b) Technical direction is defined as a directive to the Subrecipient within the requirements of **Annex 1: Scope of Work**. Technical direction shall not impose tasks or requirements different from or in addition to those tasks and requirements stated in Article 1 of this Subagreement.
- 8.2 The USEA Technical Representative for this Subagreement is *[Insert name of Program Director]*.

ARTICLE 9 -- AUTHORITY FOR SUBAGREEMENT CHANGES

- 9.1 The USEA Contracts Administrator is the only person authorized to approve changes in

any of the requirements under this Subagreement. Notwithstanding any provisions contained elsewhere in this Subagreement, the said authority remains solely with the USEA Contracts Administrator. Verbal statements of any kind regarding changes in this Subagreement shall not be binding and shall not affect the terms of this Subagreement. In the event the Subrecipient effects any such change at the direction of any such person other than the USEA Contracts Administrator, the change will be considered to have been made without authority and no adjustment will be made in the Subagreement to cover any increase in cost incurred as a result thereof, provided however, that the USEA Contracts Administrator may ratify any such change at his/her discretion.

- 9.2 Upon receiving any correspondence in connection with this Subagreement from any source other than the USEA Technical Representative or his/her designee, containing instructions such as corrections, clarifications, or directions which in the opinion of the Subrecipient represent an impact on cost, schedule and/or performance implemented, the Subrecipient shall provide notification of the same to the USEA Contracts Administrator in writing within three working days, with an information copy to the USEA Technical Representative. The Subrecipient shall take no further action with regard to the corrections, clarifications or directions pending resolution of this matter by the USEA Contracts Administrator.
- 9.3 The USEA Contracts Administrator of this Subagreement is *[Insert name of USEA CFO]*.

ARTICLE 10 -- TERMINATION OF SUBAGREEMENT

- 10.1 Termination by the Parties. This Subagreement may be terminated at any time by USEA or by the Subrecipient upon the giving of thirty (30) days notice in writing to the other Party. Upon termination, USEA shall not be liable for payment of additional services or expenses. USEA shall reimburse the Subrecipient for services actually provided and for any expenses incurred up to, the date thirty (30) days after the notification of termination is received by the Subrecipient or the actual date of termination, whichever occurs at a later date.

In the event this Subagreement is terminated by USEA while an officer, agent or employee of the Subrecipient is traveling for or on behalf of USEA, the Subrecipient shall be compensated in accordance with Article 7 for expenses incurred in returning to his/her residence.

- 10.2 Termination for Convenience of the Government. USEA, by written notice, may terminate this Subagreement, in whole or in part, when and if the Government terminates the (insert Federal agency) Agreement for convenience. The "*[Insert Federal agency] Cooperative Agreement*" shall be that agreement between USEA and *[Insert Federal agency]* pursuant to which the Subrecipient is being engaged by USEA ("Cooperative Agreement"). If this Cooperative Agreement is so terminated, the rights, duties and obligations of the Parties hereto shall be in accordance with this Subagreement, provided however, that notwithstanding the above, any such termination shall only be upon 30 days after Subrecipient's receipt of such written notice, and provided further that the Subrecipient shall not be liable to perform any service, or incur any expenses, after the 30

day notification period. USEA shall reimburse the Subrecipient for services actually provided and for any expenses contracted for prior to, and/or incurred up to, the date of 30 days after the notification of termination is received by the Subrecipient or the actual date of termination, whichever occurs at a later date.

- 10.3 Force Majeure. If either Party shall be prevented from performing any of its obligations hereunder by events of Force Majeure, such as war, fire, flood, earthquake, civil commotion, governmental act or refusal to act, strikes, inclement weather or any other event beyond the reasonable control of such Party, the time period for performance of such obligations shall be extended by a period equal to the delay caused by such event, and the parties hereto shall conduct friendly negotiations as soon as possible to seek a mutually satisfactory resolution of the problems caused by such events.

ARTICLE 11 -- RESOLUTION OF CONFLICTS

- 11.1 Conflicts. Conflicts between this Subagreement and any of the Attachments shall be resolved by applying the following descending order of precedence:

- X Subagreement – including Special Terms and Conditions
- X Annex 1: Scope of Work
- X *[Specify additional if necessary]*

- 11.2 Initial Resolution by Parties. Any claim, controversy or dispute concerning questions of fact or law arising out of or relating to this Subagreement, or to the performance by either Party hereunder, or to the threatened, alleged, or actual breach thereof by either Party, which is not disposed of by mutual agreement within a period of 30 days after one Party has provided written notice of the dispute to the other, shall be subject to review by the executive directors of USEA and the Subrecipient. If this review process is not successful within a reasonable period of time (or at any time at the request of the Subrecipient), then USEA shall designate, in its discretion, that portion of the dispute to be considered a “[*Insert Funding agency*] Agreement Dispute” and that portion to be considered a “Subagreement Dispute” and USEA shall inform the Subrecipient in writing of such designation.

- 11.3 Cooperative Agreement Dispute. That portion of the dispute designated a Cooperative Agreement Dispute shall be construed and interpreted according to the Federal law of U.S. Government Contracts as enunciated and applied by Federal Statutes and Regulations and by Federal Judicial Bodies, Boards of Contract Appeals and other Judicial Agencies of the Federal Government.

If a decision is issued by the Contracting Officer under the [*Insert Funding agency*] Cooperative Agreement Disputes “Disputes” clause and the decision relates to this Subagreement, said decision, if binding upon the USEA under the Cooperative Agreement, shall also be binding upon the USEA and the Subrecipient with respect to this Subagreement. If the Subrecipient is affected by the Contracting Officer’s decision,

and the USEA elects not to appeal such decision under the “Disputes” clause of the Cooperative Agreement, USEA, at its discretion, may permit the Subrecipient to appeal the Contracting Officer’s decision in the name of the USEA. The USEA agrees not to withhold unreasonably from the Subrecipient, the right to appeal the Contracting Officer’s decision in the name of the USEA.

As to any claim by the Subrecipient, arising from issues pertaining to the U.S. Government, the Subrecipient shall submit with such claim a certification to the USEA, and at the request of the USEA, to the U.S. Government, certifying that such claim is made in good faith, that the supporting data and documentation are accurate, current and complete, to the best of the Subrecipient’s knowledge and belief and that the amount requested accurately reflects the adjustment or other relief for which the Subrecipient believes the U.S. Government is liable to the USEA. The Subrecipient shall indemnify and hold USEA harmless for any misrepresentation of fact, fraud, or breach of such certification.

The Subrecipient agrees to comply with any and all commercially reasonable requests by USEA or the U.S. Government to perform an audit of the claim or Subagreement costs, and further agrees to promptly provide all documentation reasonably requested by the USEA or U.S. Government to support claims made and costs incurred.

The Subrecipient agrees to furnish at its own expense all documents, statements, witnesses and other information reasonably required by USEA or U.S. Government, and to pay for all costs incurred in connection with the submittal and prosecution of the Subrecipient’s claims.

11.4 Subagreement Disputes. Subagreement disputes shall be resolved in accordance with this section.

(a) Any dispute designated by USEA as a Subagreement Dispute (the “Subagreement Dispute”) and any dispute originally designated a Cooperative Agreement but later converted to a Subagreement Dispute shall be submitted to binding arbitration. The claim, controversy or dispute shall be arbitrated pursuant to the Commercial Rules of the American Arbitration Association, before three arbitrators, one to be selected by each Party and the third to be selected by the other two selected arbitrators.

(b) Upon any request of either Party, the arbitrators may authorize discovery of the types permitted by the discovery rules of the Federal Rules of Civil Procedure and identify the factors to be considered in determining which types of discovery are appropriate for a particular proceeding, the arbitrators should consider the parties’ desire to resolve the matter as expeditiously and economically as is practical.

(c) Any such arbitration shall be held in the Washington, D.C. Metropolitan Area. The decision of the arbitrators shall be final and conclusive upon the parties. Payment of fees and costs may be awarded at the discretion of the arbitrators. Judgment upon an award rendered by the arbitrators may be entered in any court of competent jurisdiction.

- 11.5 Exclusive Remedies. Except as otherwise specifically provided in this Article 11, neither Party shall institute any action or proceeding against the other Party in any court with respect to any dispute which is or could be the subject of a claim or proceeding pursuant to this Article 11.
- 11.6 Continued Performance. Subject to continued compensation pursuant to the terms of this Subagreement, the Subrecipient shall proceed diligently with performance of this Subagreement, pending final resolution of any request for relief, claim, appeal, or action arising under this Subagreement or relating to the Subagreement, and comply with any decision of the USEA.

ARTICLE 12 -- CONFLICT OF INTEREST

The Subrecipient hereby represents and warrants that Subrecipient has no conflict of interest with any other party and USEA. The Subrecipient shall notify USEA if a conflict of interest or possible appearance of a conflict of interest arises in the future. The Subrecipient also warrants that its work under this Subagreement in no way violates the Ethics in Government Act of 1978, Pub. L. No. 95-521, as amended.

ARTICLE 13 - NOTICES

- 13.1 All notices to the USEA under this Subagreement shall be sent in duplicate to the following address:

United States Energy Association
1300 Pennsylvania Avenue, NW
Suite 550 Mail Box 142
Washington, DC 20004-3022

- 13.2 All notices sent to the Subrecipient under this Subagreement shall be sent in writing to:

(fill in complete name and address)

ARTICLE 14 -- INSPECTION AND ACCEPTANCE

USEA reserves the right to review services performed pursuant to this Subagreement. The Subrecipient is required to submit all deliverables under the Subagreement as specified in **Annex 1**. The USEA Technical Representative is authorized to accept the Subrecipient's deliverables under this Subagreement.

ARTICLE 15 -- TITLE TO INFORMATION AND EQUIPMENT

The Subrecipient grants to the U.S. Agency for International Development (or other federal agency as applicable) and the United States Energy Association, a paid-up, nonexclusive, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the

public, and perform publicly and display publicly all data produced under this Agreement.

ARTICLE 16 -- SAFETY AND SECURITY REGULATIONS

The Subrecipient shall comply with all applicable U.S. Government safety and security regulations.

ARTICLE 17 -- INVENTIONS, PATENTS, TRADEMARKS AND COPYRIGHTS

If the Contractor retains ownership of any subject invention produced under this agreement, the U.S. Agency for International Development (or other federal agency as applicable shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world

ARTICLE 18 -- PROPRIETARY RIGHTS: CONFIDENTIAL INFORMATION

(a) Subrecipient agrees that the work products from the services provided to USEA under this Subagreement shall be owned by USEA. Nothing contained in this Article shall be construed as prohibiting Subrecipient from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for USEA. All work performed under this Subagreement is the sole property of USEA. Any and all documents produced by Subrecipient shall so indicate and no copies may be distributed without written permission of the by the USEA Technical Representative or the Executive Director of USEA.

(b) "Confidential information" includes all information identified USEA as proprietary and confidential, which confidential information shall remain the sole property of USEA unless the ownership of such confidential information is otherwise expressly set forth in this Subagreement. Items will not be considered confidential information if: (a) available to public other than by a breach of an agreement by the recipient; (b) rightfully received from a third party not in breach of any obligation of any confidentiality; (c) independently developed by one Party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

(c) Subrecipient agrees that it shall not use for any purpose or disclose to any third Party any confidential information of USEA without the express written consent of USEA. Subrecipient agrees to safeguard the confidential information of USEA against use or disclosure other than as authorized by or pursuant to this Subagreement through measures, and exercising a degree of care, which are at least as protective as those Subrecipient exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Subrecipient shall permit access to the confidential information USEA only to those individuals (i) who have entered into a written nondisclosure agreement with the other Party on terms equally as restrictive as those set forth herein, and (ii) who require access in performance of their duties to the other Party in connection with the other Party's rights under this Subagreement.

(d) Subrecipient acknowledges that the wrongful use or disclosure of confidential

information of USEA may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by Subrecipient or any of its officers, employees or agents of its or their obligations under this Section 5, USEA may immediately terminate this Subagreement without liability to the other Party, and may bring an appropriate legal action to enjoin such breach, and shall be entitled to recover from the breaching Party reasonable legal fees and cost in addition to other appropriate relief.

ARTICLE 19 – INSURANCE (Applicable to U. S. consultants only)

19.1 If the Subrecipient is an individual, they must provide USEA evidence that they have personal health insurance, comprehensive general liability insurance, emergency health and evacuation insurance (if overseas travel is anticipated), and workers compensation insurance (if applicable). Every Subrecipient must submit a copy of the insurance policies to USEA showing coverage during the period of work of the Subagreement.

19.2 Regarding workers compensation insurance, the Subrecipient must have if the Subrecipient employs others. Individuals, who do not employ others, need not provide proof of workers compensation documentation unless this Subagreement plus any other Subagreement or contracts entered into with USEA during the period of work exceed \$30,000 in value.

19.3 If the Subrecipient has workers compensation insurance, the Subrecipient must provide USEA a “Certificate of Liability Insurance”, showing USEA as the “Certificate Holder” and naming the Certificate Holder as an “Additional Insured with regard to the Liability Coverage.” The coverage term should extend for the entire period of work under this Subagreement.

19.4 If there is any change to insurance coverages during the period of work, the Subrecipient must communicate this immediately to USEA and provide copies of the new policies and, for workers compensation insurance, new Certificates of Liability Insurance. Failure to provide this insurance information will be grounds to void this Subagreement.

ARTICLE 20 – INDEMNIFICATION; LIMITATION OF LIABILITY

20.1 The Subrecipient shall indemnify and hold harmless USEA on the same terms as provided in 2 CFR 200.447, hereby incorporated by reference into this Subagreement. For purposes of this Subagreement, replace references to “Government” with “USEA” and replace “USEA” with “The Subrecipient”. In addition, the Subrecipient shall give USEA prompt notice of any claim hereunder.

20.2 Neither Party shall be liable to the other under this subcontract for indirect, consequential, special, speculative, lost profits or punitive damages, even though a Party may have been aware of the possibility of lost profits.

ARTICLE 21 -- DRUG-FREE WORKPLACE

As a recipient of funds from the U.S. Government and in accordance with the provisions

of Subsections 5151-5159 of the Drug-Free Workplace Act of 1988 (Pub. 100-690), USEA is prohibited from awarding a Subagreement for services unless the Subrecipient certifies that it will not be involved with illegal drugs in the performance of the said Subagreement. By accepting award of the Subagreement, the Subrecipient agrees not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in Schedules I through V of Section 812 and further defined in regulation 21 CFR Subsection 1308.11-1308.15. Failure of the Subrecipient to comply with the requirements of this paragraph shall constitute a material breach of this Subagreement entitling USEA to suspend payments, terminate the Subagreement, suspend or debar the Subrecipient from Government work in accordance with Subsection 5152 (b) (2) Pub. L 100-690, or take such action as may be accordance with the law of this Subagreement.

ARTICLE 22 – ASSIGNMENT

The Subrecipient shall not assign this Subagreement or any responsibilities under this Subagreement to any other party without prior written consent of the USEA Technical Representative or his designee.

ARTICLE 23 -- APPLICABILITY OF SPECIAL TERMS AND CONDITIONS NON-GOVERNMENTAL ENTITIES

All Special Terms and Conditions *[Attached any agreement specific terms and conditions that apply to the original agreement]* shall be applied to the Subrecipient and all of the Subrecipient's Subrecipients. All mandatory 2 CFR 200 and/or Standard Provisions, where applicable, shall apply.

ARTICLE 24 -- APPLICABLE LAW

This Subagreement shall be governed by the laws of the District of Columbia without regard to its conflict of laws provisions and applicable 2 CFR 200 and/or Standard Provisions.

ARTICLE 25 -- CERTIFICATE OF INDIRECT COSTS

By executing this Subagreement, the undersigned officer of the Subrecipient certifies to the best of his knowledge and belief that:

- (i) All costs included by the Subrecipient to establish billing or final indirect cost rates as are allowable in accordance with the requirements of contracts and agreements to which they apply and with the cost principles of the U.S. Federal Government applicable to those contracts and agreements;
- (ii) The Subrecipient's indirect cost rates do not include any costs which are unallowable under applicable cost principles of the U.S. Federal Government such as (without limitation) advertising and public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, defense or fraud proceedings, and goodwill; and

(iii) All costs include in the Subrecipient's indirect cost rates are properly allocable to the contracts or agreements on the basis of a beneficial or causal relationship between the expenses incurred and the contracts or agreements to which they are allocated in accordance with applicable acquisition regulations.

Additionally, the Subrecipient agrees that, if the Subrecipient is reimbursed for any indirect costs that are later determined to be unallowable, the Subrecipient shall reimburse USEA for the amount of the unallowable costs within 60 days of notification by USEA.

ARTICLE 26 – COMPLIANCE WITH LAWS; FOREIGN CORRUPT PRACTICES ACT

Subrecipient shall comply with all applicable laws and regulations in the performance of this Subagreement. Subrecipient acknowledges their familiarity with the Foreign Corrupt Practices Act and agrees to comply with all provisions. Subrecipient represents and warrants to USEA that it has not been debarred from providing services under contracts with the United States Government and its agencies and instrumentalities.

ARTICLE 27 -- ENTIRE SUBAGREEMENT

This instrument and the Exhibits hereto contain the entire Subagreement between USEA and the Subrecipient on the subject matter hereof and supersede and cancel all previous negotiations, agreements, representations, commitments, and writings in respect thereto, and may not be released, discharged, abandoned, changed or modified in any manner, orally or otherwise, except by an instrument in writing signed by duly authorized officers or representatives of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto agree to all the requirements of the Subagreement including the terms and conditions as stated above, and have executed the Subagreement as stated in its entirety as of the day and year set forth below:

U.S. ENERGY ASSOCIATION

Name of Subrecipient

BY: _____

BY: (Insert Name of Responsible Party)

TITLE: Executive Director

TITLE: _____

DATE: _____

DATE: _____