



ASSISTANCE AGREEMENT

1. Award No. DE-NE0009326		2. Modification No.	3. Effective Date 07/17/2023	4. CFDA No. 81.121	
5. Awarded To NUFUELS, INC. Attn: David Thomas 2418 E. Historic Highway 66 Suite 177 Gallup NM 87301		6. Sponsoring Office Office of Nuclear Energy NE-1 U.S. Department of Energy 1000 Independence Avenue, S.W. Washington DC 20585		7. Period of Performance 07/17/2023 through 07/16/2025	
8. Type of Agreement <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Other	9. Authority See Text Below		10. Purchase Request or Funding Document No. 23NE000188		
11. Remittance Address NUFUELS, INC. Attn: David Thomas 62329 NORTH STAR DR MONTROSE CO 814037964		12. Total Amount Govt. Share: \$1,040,000.00 Cost Share : \$716,778.00 Total : \$1,756,778.00		13. Funds Obligated This action: \$120,000.00 Total : \$120,000.00	
14. Principal Investigator	15. Program Manager James B. Lovejoy Phone: 208-526-4519		16. Administrator U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415		
17. Submit Payment Requests To OR for Idaho https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov		18. Paying Office OR for Idaho https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov		19. Submit Reports To See Reporting Checklist	
20. Accounting and Appropriation Data Mining Conversion and Transportation					
21. Research Title and/or Description of Project					
For the Recipient			For the United States of America		
22. Signature of Person Authorized to Sign  next here			25. Signature of Grants/Agreements Officer 		
23. Name and Title David Thomas		24. Date Signed 07/20/2023	26. Name of Officer Jeffrey C. Fogg		27. Date Signed 07/18/2023

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NAME OF OFFEROR OR CONTRACTOR
 NUFUELS, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>DUNS Number: YJG8MA4PA UEI: YJG8MA4PAGG3 Text for block 9 - Authority: Atomic Energy Act of 1954, as amended by the Department of Energy Organization Act of 1977, as amended, 42 U.S.C. §§ 2011, 2013-2014, and 2051-2053;.</p> <p>Funding is being provided to Nefuels Inc. (hereinafter, Recipient) for award number DE-NE0009326, project is titled "Laboratory Groundwater Restoration R&D Bench Study with Natural Uranium Core and Groundwater". The total dollar value for this two-year award is up to \$1,756,778. DOE is providing up to \$1,040,000 for the entire two-year period, subject to the availability of appropriations, and the award recipient is providing up to \$716,778, based on an 59.2% / 40.8% Government-to-Recipient cost share ratio.</p> <p>The DOE share includes the funds required for the three Federally Funded Research and Development Centers (FFRDC) that are supporting this project. The base award only approves the funding for budget period one from 07/17/2023 through 07/16/2025.</p> <p>The proposed project will address concerns over groundwater usage and the associated disposal of wastewater hinders the cost-effectiveness of uranium in-situ recovery (ISR) operations and restoration efforts at many legacy sites associated with DOE and DOD. Any enhancement in the efficiency of groundwater usage and cost reduction related to subsurface remediation could have a large impact on the global competitiveness of the U.S. natural resource industry at restoration strategy at numerous legacy sites. The objective of the proposed research project is to demonstrate the capacity to restore groundwater geochemical conditions to background levels at uranium recovery operations through the application of restoration strategies optimized for pore-water/flow-water mixing and exchange. This will be accomplished by laboratory-scale experiments that first maximize mixing between pore-water and flow-water and then evaluate the performance of these maxing strategies in simulated post-ISR restoration approaches, including but not limited to, 1) groundwater sweeping, 2) active treatment through reverse</p> <p>Continued ...</p>				

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	<p>osmosis and recirculation operations, 3) amendment injections, and 4) natural attenuation processes. The primary focus though will be on ISR restoration technologies that would result in reduced groundwater consumption during groundwater restoration activities following uranium ISR operations, though the results are likely to aid in the reduction of water usage at other uranium recovery related groundwater restoration projects such as legacy tailings operations. This study will be performed using uranium rich core collected from multiple representative locations from Nuclear Regulatory Commission (NRC) licensed ISR uranium properties owned by NuFuels, Inc. in the Grants Uranium District of New Mexico.</p> <p>STATEMENT OF PROJECT OBJECTIVES: The Project Narrative Document, submitted with the Recipient's application, is incorporated herein by reference as the project's Statement of Objectives.</p> <p>ANTICIPATED FUNDING FOR FIRST BUDGET PERIOD: \$120,000 is initially being obligated for the award to cover the Government's cost share for the award's first budget period. There is an additional \$920,000 being sent to cover the three FFRDC's cost supporting this effort for the first budget period. The award recipient(s) is providing a total cost share of \$716,778 for the first budget period. The total amount of funds required for the first budget period is \$1,756,778.</p> <p>EXECUTION AND COMMENCEMENT OF WORK. The Recipient shall indicate acceptance of the financial assistance cooperative agreement award by signing and returning this award document to the Contracting Officer no later than 7 days from the initial award date. Upon acceptance by both parties, the Recipient shall proceed with performance of the work, including purchase of necessary materials.</p> <p>LIMITATION OF GOVERNMENT LIABILITY In performing this financial assistance cooperative agreement award, the Recipient is not authorized to make expenditures or incur obligations exceeding the amount of Government funds, obligated to date, plus the associated Continued ...</p>				

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	<p>Recipient cost share requirement budgeted to date. The maximum amount for which the Government shall be liable, if this financial assistance cooperative agreement is terminated, is limited to the amount of funds obligated to date. Additionally, only approved budget items will be paid by the Government when invoices are submitted for payment.</p> <p>BUSINESS ETHICS AND CONFLICT OF INTERESTS Within 60 days of the initial award date the Recipient shall have policy/documented instructions in place regarding business ethics and conflicts of interest for its procurement staff, including the documentation and recording of any actions taken to address issues identified with its staff or procurement actions. A copy of the policy/documented instructions will be sent to DOE for review/approval. Any subsequent changes to the policy/documented instructions will also be sent to the DOE for review/approval.</p> <p>COST SHARING: The Recipient's cost share 40.8%. Therefore, each invoice submitted to the DOE for payment must show at least 40.8% of the invoice cost as being paid by the Recipient. The Recipient has a strong commitment to and self-interest in the success of the project and incorporating the developed safety systems into the commercial marketplace. Evidence of that commitment and interest is found in the Statement of Project Objectives, in the recipient's Project Management Plan, and through the Recipient's cost sharing. The purpose of cost sharing is to ensure the Recipient has a vested interest in the project's success. The recipient is required to maintain this commitment, to include meeting its cost sharing obligations under the award.</p> <p>INTELLECTUAL PROPERTY (IP) PROVISIONS: Intellectual Property (IP) Provisions are as specified on CDLB-115, which is attached to this award as Attachment B3. As of the effective date of this agreement the recipient will comply with all IP activities as required by the terms and conditions of this cooperative agreement.</p> <p>NO COST TIME EXTENSIONS: Unilateral no cost time extensions by the Recipient will NOT be permitted under this award. Continued ...</p>				

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	<p>The Recipient must request any extension from DOE at least 3 months prior to the award's period of performance end date, unless otherwise agreed to by DOE. Any no cost time extension must receive prior written approval from the DOE Contracting Officer.</p> <p>DIRECT COST FUNDS TRANSFERS: The Recipient is restricted from transferring funds between direct cost categories if the cumulative amount of such transfers exceeds \$750,000 for the current budget period as last approved by DOE. For funds transfers greater than this the recipient is required to obtain DOE prior approval.</p> <p>KEY PERSONNEL: Key personnel are identified in the Recipient's Project Narrative document on page 04 and are incorporated by reference. Changes to designated key personnel or participating organizations require prior written DOE approval.</p> <p>YEARLY COMPLIANCE AUDITS Yearly financial assistance compliance audits are required by the recipient in accordance with 2 CFR 910.507 - 'Compliance Audits'.</p> <p>***Due to a system issue, the PI does not show in Block 14. The PI for this award is Mark Pelizz**</p> <p>DIRECTLY INCORPORATED ATTACHMENTS: Attachment A - Special Terms and Conditions Attachment B1 - Federal Assistance Budget Information Attachment B2 - Federal Assistance Reporting Checklist and Instructions Attachment B3 - Intellectual Property Provision Attachment B4 - Statement of Substantial Involvement Attachment B5 - Project Milestones Attachment B6 - Statement of Objectives Attachment B7 - Point of Contact Sheet</p> <p>ASAP: NO: STD IMMEDIATE Extent Competed: COMPETED Davis-Bacon Act: NO PI: Mark Pelizza Delivery: 07/16/2025 Delivery Location Code: 00701 Idaho Operations U.S. Department of Energy Continued ...</p>				

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	Idaho Operations 1955 Fremont Avenue Idaho Falls ID 83415 US ASAP: NO: STD IMMEDIATE Extent Competed: COMPETED Davis-Bacon Act: NO PI: Mark Pelizza Fund: 05350 Appr Year: 2021 Allottee: 02 Report Entity: 500201 Object Class: 25233 Program: 2721065 Project: 0000000 WFO: 0000000 Local Use: 0000000				

