



STATE OF CALIFORNIA

# GRANT AMENDMENT REQUEST FORM (GARF)

CEC-277 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

Original Agreement # EPC-15-032 Amendment # 4

Division	Agreement Manager:	MS-	Phone
ERDD	Anthony Ng	51	916-445-5297

Recipient's Legal Name	Federal ID #
Activate Global, Inc.	47-5502184

Revisions: (check all that apply)	Additional Requirements
<input checked="" type="checkbox"/> Term Extension New End Date: 3/31/2026	Include revised schedule and complete items A, B, C, & F below.
<input checked="" type="checkbox"/> Budget Augmentation Amendment Amount: \$ 4,980,000	Include revised budget and complete items A, B, C, D, & F below.
<input type="checkbox"/> Budget Reallocation	Include revised budget and complete items A, B, C, & F below.
<input checked="" type="checkbox"/> Scope of Work Revision	Include revised scope of work and complete items A, B, C, E, & F below.
<input type="checkbox"/> Change in Project Location or Demonstration Site	Include revised scope of work and complete items A, B, C, E, & F below.
<input type="checkbox"/> Novation/Name Change of Prime Recipient	Include novation documentation and complete items A, B, C, & F below.
<input type="checkbox"/> Terms and Conditions Modification	Include applicable exhibits with bold/underline/ strikeout and complete items A, B, C, & F below.

## A) Business Meeting Information

**Business Meeting approval is not required for the following types of Agreements:**

Minor amendments delegated to Executive Director per December 2013 Resolution

Proposed Business Meeting Date 6/9/2021  Consent  Discussion

Business Meeting Presenter Anthony Ng Time Needed: 5 minutes

Please select one list serve. EPIC (Electric Program Investment Charge)

### Agenda Item Subject and Description:

#### Activate Global, Inc

Proposed resolution approving Amendment 4 to Agreement EPC-15-032 with Activate Global, Inc. to augment the budget with \$4,980,000, update the Scope of Work and extend the agreement term by five years; and adopting staff's determination that this project is exempt from CEQA. This amendment will provide continued support to the Cyclotron Road program which provides commercialization support services to clean energy entrepreneurs developing breakthrough materials and hardware devices in energy efficiency, energy storage, distribution, grid management, and power generation. Cyclotron Road provides entrepreneurs access to world-class laboratory facilities, and key services, such as business model development, customer discovery, and intellectual property protection to enable energy entrepreneurs in the Bay Area region. (EPIC funding) Contact: Anthony Ng.



**GRANT AMENDMENT REQUEST FORM (GARF)**

**B) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)**

<b>Legal Company Name:</b>	<b>Budget</b>
Electric Power Research Institute, Inc.	\$ 26,554
Lawrence Berkeley National Laboratory	\$ 375,952 (Match Funds: \$ 4,150,000)
The Regents of the University of California, Berkeley Campus	\$ 617,015
Autodesk, Inc.	(Match Funds: \$4,500,000)
Burk Engineering LLC	\$285,000 (Match Funds: \$117,000)
Department of the Future BV	\$55,783
Alpine Patents, LLC	\$257,265 (Match Funds: \$143,000)
Tomlinson Consulting, Inc.	\$425,023 (Match Funds: \$147,030)
Lian Bloch	\$109,732
Chelsea Goddard	\$5,000
Eagle Point Funding	\$90,000
Teal Zimring	\$18,000
Harwich Partners, LLC	\$195,000 (Match Funds: \$ 195,000)
TBD – Entrepreneur in Residence for Technology Advisory	\$150,000 (Match Funds: \$150,000)
TBD – Entrepreneur in Residence for Business Expertise	\$203,178 (Match Funds: \$136,278)
DLA Piper	(Match Funds: \$90,000)

**C) List all key partners: (attach additional sheets as necessary)**

<b>Legal Company Name:</b>

**D) Budget Information (only include amendment amount information)**

<b>Funding Source</b>	<b>Funding Year of Appropriation</b>	<b>Budget List Number</b>	<b>Amount</b>
EPIC	20-21	301.001H	\$4,980,000

R&D Program Area: EDMFO: EDMF

TOTAL: \$ 4,980,000

Explanation for “Other” selection

Federal Agreement #:

**E) California Environmental Quality Act (CEQA) Compliance**

1. Is Agreement considered a “Project” under CEQA?

Yes (skip to question 2)

No (complete the following (PRC 21065 and 14 CCR 15378)):



# GRANT AMENDMENT REQUEST FORM (GARF)

Explain why Agreement is not considered a "Project":

2. If Agreement is considered a "Project" under CEQA:

- a)  Agreement **IS** exempt.
- Statutory Exemption. List PRC and/or CCR section number:
- Categorical Exemption. List CCR section number:  
Cal. Code Regs., tit. 14 § 15301
- Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section: The Energy Commission made CEQA findings pertaining to this project when the project was originally adopted by the Commission on 4/13/2016. The activities consist of the operation of existing public and private facilities involving negligible or no expansion of use beyond that existing. The currently-proposed changes are to augment the budget with follow-on funding, update the Scope of Work, and extend the agreement term. The amendment will not result in any impact to the environment beyond those already considered when this grant was originally approved, and do not change the applicability of the categorical exemption under 14 C.C.R. § 15301.

- b)  Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)

Check all that apply

- Initial Study
- Negative Declaration
- Mitigated Negative Declaration
- Environmental Impact Report
- Statement of Overriding Considerations

### F) The following items should be attached to this GARF (as applicable)

- |   |   |  |
|---|---|--|
| 1. Exhibit A, Scope of Work/Schedule                | <input type="checkbox"/> N/A            | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail                         | <input type="checkbox"/> N/A            | <input checked="" type="checkbox"/> Attached |
| 3. CEQA Documentation                               | <input type="checkbox"/> N/A            | <input checked="" type="checkbox"/> Attached |
| 4. Novation Documentation                           | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached            |
| 5. CEC 105, Questionnaire for Identifying Conflicts |   | <input checked="" type="checkbox"/> Attached |

\_\_\_\_\_  
**Agreement Manager**

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

\_\_\_\_\_  
**Office Manager**

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

\_\_\_\_\_  
**Deputy Director**

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

# Exhibit A Scope of Work Activate Global, Inc.

## A. Task List

Task #	CPR <sup>1</sup>	Task Name
1		General Project Tasks
2	X	Maintain and Improve World-Class Entrepreneurship + Technical Support Services
3		Recruit Power Sector Entrepreneurs for the Bay Area Regional Energy Innovation Cluster with a Diversity Focus
4		Maintain and Improve Bay Area Regional Energy Innovation Cluster Admission Process
5		Strengthen Cross-Cluster Collaboration with California Accelerators and Incubators
6		Provide Entrepreneurship and Technical Support Services to Bay Area Regional Energy Innovation Cluster Participants
7		Hold Regional Education Events
8		Alumni Tracking
9		Develop a Physical Space for Fellowship Programming
10		Evaluation of Project Benefits
11		Technology/Knowledge Transfer Activities

## B. Acronym/Term List

Acronym/Term	Meaning
CalSEED	California Sustainable Energy Entrepreneur Development
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CPR	Critical Project Review
CRADA	Cooperative Research and Development Agreement
IOU	Investor Owned Utility
LBNL	Lawrence Berkeley National Laboratory
R&D	Research and Development
TAC	Technical Advisory Committee

## I. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES

### A. Purpose of Agreement

The purpose of this Agreement is to sustain a Bay Area Regional Energy Innovation Cluster by supporting the Activate Global, Inc. organization (in partnership with the Cyclotron Road program at Lawrence Berkeley National Lab (LBNL)) to provide commercialization support services to Bay Area entrepreneurs developing breakthrough materials and hardware devices in energy efficiency, energy storage, distribution, grid management, and power generation.

<sup>1</sup> Please see subtask 1.3 in Part III of the Scope of Work (General Project Tasks) for a description of Critical Project Review (CPR) Meetings.

# Exhibit A

## Scope of Work

### Activate Global, Inc.

#### B. Problem/ Solution Statement

##### Problem

Breakthrough materials and hardware devices in energy efficiency, energy storage, distribution, grid management, and power generation hardware devices are absolutely essential for a sustainable energy system. These “hard” energy technologies will be key contributors to the Energy Commission’s (CEC) ability to meet the Electric Program Investment Charge Triennial Investment Plan goals and achieve the statutory objectives set by the state for the energy sector.

However, the long development times, high capital requirements, and long sales cycles for these types of technologies have all contributed to an extremely difficult financing environment for hard energy innovators. While there has been an increase over the last several years, venture capital investment, the main source of private sector support for early stage technology companies, continues to be inadequate for hard energy technology development. Unfortunately, no reliable, alternate source of private capital has emerged, due to the high risks associated with early stage energy technology development.

##### Solution

Sustaining a Bay Area Regional Energy Innovation Cluster within the Recipient’s program will extend the Recipient’s signature technical/commercial development support services to hardware entrepreneurs focused on the power sector, helping them to overcome these barriers. The Recipient will support entrepreneurs from early stage technology development through deployment of their products in the market. Specifically, the Recipient will:

1. Provide entrepreneurs flexible access to LBNL Research and Development (R&D) facilities, eliminating the need for entrepreneurs to purchase expensive lab equipment and set up research and testing facilities from scratch;
2. Connect entrepreneurs with LBNL experts to accelerate technology development through win-win research collaborations;
3. Assist entrepreneurs in developing strategic R&D plans, helping entrepreneurs optimize use of R&D time and resources to reach significant value inflection points;
4. Provide market analysis and customer discovery assistance for entrepreneurs to help identify first markets and applications for their technologies;
5. Assist entrepreneurs with techno-economic modeling and design for manufacturing expertise to ensure entrepreneurs are working on commercially feasible and scalable technologies;
6. Deliver entrepreneurship training tailored to the needs of hard tech entrepreneurs to help entrepreneurs become more effective leaders and stewards of their companies;
7. Advise entrepreneurs on talent recruitment and team development, connecting entrepreneurs with potential hires and existing research fellowship programs to take on staff without having to raise capital at the cost of company ownership.
8. Match entrepreneurs with individuals in our purpose built, hard tech focused mentor network to receive mentorship and advice on developing hard technologies and growing businesses in the utility space;
9. Facilitate strategic connections with industry players, including utilities, to help entrepreneurs build relationships, identify demonstration opportunities, and locate scaling and manufacturing partners;
10. Provide grant application support for entrepreneurs, including helping to identify public and

# Exhibit A

## Scope of Work

### Activate Global, Inc.

- 1 private grant sources and advising entrepreneurs on how to draft grant applications;  
2 11. Introduce entrepreneurs to hard tech focused investors to facilitate private sector financing  
3 where and when it becomes appropriate;  
4 12. Connect entrepreneurs with additional service providers, including those providing early  
5 stage accounting, IP strategy, and legal expertise, among others.  
6 13. Provide access to facilities and infrastructure to facilitate in-person connectivity among  
7 entrepreneurs, networking with potential customers and strategic partners, and workspace  
8 for Activate staff and fellow community.  
9

10 At the program level, the Recipient intends to collaborate with incubators and the other regional  
11 innovation clusters to share best practices and lessons learned. In turn this information will be  
12 used to improve our support services for hard tech entrepreneurs.  
13

#### 14 C. Goals and Objectives of the Agreement

##### 15 Agreement Goals

16 The goal of this Agreement is to sustain the Bay Area Regional Energy Innovation Cluster that  
17 will:  
18

- 19 ● Provide key services, infrastructure, expertise, and resources to energy entrepreneurs in  
20 their region to successfully deploy and commercialize their innovations.
- 21 ● Catalyze effective regional planning, collaboration, and coordination around energy  
22 innovation that will benefit IOU electric ratepayers.
- 23 ● Connect emerging energy technologies to region-specific needs, opportunities, and  
24 assets.
- 25 ● Accelerate the commercialization of technically promising innovations.  
26

##### 27 Ratepayer Benefits:<sup>2</sup>

28 This Agreement will benefit California Investor Owned Utility (IOU) electricity ratepayers through  
29 the increased probability of commercialization and deployment of a portfolio of technologies that  
30 can reduce electricity costs, decrease peak demand, and improve system reliability and safety.  
31 Intangible benefits to California ratepayers will result from broader, indirect, and multiplicative  
32 economic effects that occur from the successful establishment of California-based technology  
33 companies, the workforce they employ, and the value that their goods and services provide to  
34 California residents, the large majority of whom are also California IOU ratepayers.  
35

##### 36 Technological Advancement and Breakthroughs:<sup>3</sup>

37 This Agreement will support the development and commercialization of technological  
38 advancements and breakthroughs that overcome barriers to the achievement of the State of  
39 California's statutory energy goals by addressing several key problems currently preventing  
40 breakthrough innovations from reaching the market.

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<sup>2</sup> California Public Resources Code, Section 25711.5(a) requires projects funded by the Electric Program Investment Charge (EPIC) to result in ratepayer benefits. The California Public Utilities Commission, which established the EPIC in 2011, defines ratepayer benefits as greater reliability, lower costs, and increased safety (See CPUC "Phase 2" Decision 12-05-037 at page 19, May 24, 2012, [http://docs.cpuc.ca.gov/PublishedDocs/WORD\\_PDF/FINAL\\_DECISION/167664.PDF](http://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/167664.PDF)).

<sup>3</sup> California Public Resources Code, Section 25711.5(a) also requires EPIC-funded projects to lead to technological advancement and breakthroughs to overcome barriers that prevent the achievement of the state's statutory and energy goals.

# Exhibit A

## Scope of Work

### Activate Global, Inc.

1 By providing innovators with access to resources such as state-of-the art facilities,  
2 entrepreneurial support services, technical support services, and a mentor network of experts  
3 and entrepreneurs, the recipient will allow power sector innovators to overcome the most  
4 common barriers to the commercialization of their technologies.

#### 6 Agreement Objectives

7 The objective of this Agreement is to sustain and scale a Bay Area Regional Energy Innovation  
8 Cluster and expand the Recipient's technical and business development support services for  
9 entrepreneurs in California through a power-sector focused fellowship, through which  
10 entrepreneurs can:

- 11 ● Utilize national laboratory facilities and expertise to mature their technologies.
- 12 ● Access world-class mentors, entrepreneurship training, and early stage  
13 commercialization support services.
- 14 ● Coordinate with key stakeholders from across the innovation lifecycle to strengthen the  
15 ecosystem for hard energy technologies in California.

## 17 II. TASK 1 GENERAL PROJECT TASKS

### 19 **PRODUCTS**

#### 20 **Subtask 1.1 Products**

21 The goal of this subtask is to establish the requirements for submitting project products (e.g.,  
22 reports, summaries, plans, and presentation materials). Unless otherwise specified by the  
23 Commission Agreement Manager (CAM), the Recipient must deliver products as required below  
24 by the dates listed in the **Project Schedule (Part V)**. Products that require a draft version are  
25 indicated by marking “**(draft and final)**” after the product name in the “Products” section of the  
26 task/subtask. If “(draft and final)” does not appear after the product name, only a final version of  
27 the product is required. With respect to due dates within this Scope of Work, “**days**” means  
28 working days.

#### 30 **The Recipient shall:**

##### 31 For products that require a draft version

- 32 ● Submit all draft products to the CAM for review and comment in accordance with the  
33 Project Schedule (Part V). The CAM will provide written comments to the Recipient on  
34 the draft product within 15 days of receipt, unless otherwise specified in the task/subtask  
35 for which the product is required.
- 36 ● Submit the final product to the CAM once agreement has been reached on the draft. The  
37 CAM will provide written approval of the final product within 15 days of receipt, unless  
38 otherwise specified in the task/subtask for which the product is required.
- 39 ● If the CAM determines that the final product does not sufficiently incorporate his/her  
40 comments, submit the revised product to the CAM within 10 days of notice by the CAM,  
41 unless the CAM specifies a longer time period.

##### 42 For products that require a final version only

- 43 ● Submit the product to the CAM for approval.
- 44 ● If the CAM determines that the product requires revision, submit the revised product to  
45 the CAM within 10 days of notice by the CAM, unless the CAM specifies a longer time  
46 period.

##### 48 For all products

- 49 ● Submit all data and documents required as products in accordance with the following  
50 Instructions for Submitting Electronic Files and Developing Software:

# Exhibit A

## Scope of Work

### Activate Global, Inc.

1           ○ **Electronic File Format**

- 2                   ▪ Submit all data and documents required as products under this
- 3                   Agreement in an electronic file format that is fully editable and compatible
- 4                   with the CEC's software and Microsoft (MS)-operating computing
- 5                   platforms, or with any other format approved by the CAM. Deliver an
- 6                   electronic copy of the full text of any Agreement data and documents in a
- 7                   format specified by the CAM, such as memory stick or CD-ROM.

8

9           The following describes the accepted formats for electronic data and documents

10           provided to the CEC as products under this Agreement, and establishes the

11           software versions that will be required to review and approve all software

12           products:

- 13                   ▪ Data sets will be in MS Access or MS Excel file format (version 2007 or
- 14                   later), or any other format approved by the CAM.
- 15                   ▪ Text documents will be in MS Word file format, version 2007 or later.
- 16                   ▪ Documents intended for public distribution will be in PDF file format.
- 17                   ▪ The Recipient must also provide the native Microsoft file format.
- 18                   ▪ Project management documents will be in Microsoft Project file format,
- 19                   version 2007 or later.

20

21           ○ **Software Application Development**

22           Use the following standard Application Architecture components in compatible

23           versions for any software application development required by this Agreement (e.g.,

24           databases, models, modeling tools), unless the CAM approves other software

25           applications such as open source programs:

- 26                   ▪ Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
- 27                   ▪ Microsoft Internet Information Services (IIS), (version 6 and up)
- 28                   Recommend 7.5.
- 29                   ▪ Visual Studio.NET (version 2008 and up). Recommend 2010.
- 30                   ▪ C# Programming Language with Presentation (UI), Business Object and
- 31                   Data Layers.
- 32                   ▪ SQL (Structured Query Language).
- 33                   ▪ Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
- 34                   ▪ Microsoft SQL Reporting Services. Recommend 2008 R2.
- 35                   ▪ XML (external interfaces).

36

37           Any exceptions to the Electronic File Format requirements above must be approved in

38           writing by the CAM. The CAM will consult with the CEC's Information Technology

39           Services Branch to determine whether the exceptions are allowable.

40

41 **MEETINGS**

42 **Subtask 1.2 Kick-off Meeting**

43           The goal of this subtask is to establish the lines of communication and procedures for

44           implementing this Agreement.

45

46

47 **The Recipient shall:**

- 48           ● Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO),
- 49           and any other CEC staff relevant to the Agreement. The Recipient will bring its Project
- 50           Manager and any other individuals designated by the CAM to this meeting. The

## Exhibit A Scope of Work Activate Global, Inc.

1 administrative and technical aspects of the Agreement will be discussed at the meeting.  
2 Prior to the meeting, the CAM will provide an agenda to all potential meeting  
3 participants. The meeting may take place in person or by electronic conferencing (e.g.,  
4 WebEx), with approval of the CAM.  
5

6 The administrative portion of the meeting will include discussion of the following:

- 7 ○ Terms and conditions of the Agreement;
- 8 ○ Administrative products (subtask 1.1);
- 9 ○ CPR meetings (subtask 1.3);
- 10 ○ Match fund documentation (subtask 1.7);
- 11 ○ Permit documentation (subtask 1.8);
- 12 ○ Subcontracts (subtask 1.9); and
- 13 ○ Any other relevant topics.

14  
15 The technical portion of the meeting will include discussion of the following:

- 16 ○ The CAM's expectations for accomplishing tasks described in the Scope of Work;
  - 17 ○ An updated Project Schedule;
  - 18 ○ Technical products (subtask 1.1);
  - 19 ○ Progress reports and invoices (subtask 1.5);
  - 20 ○ Final Report (subtask 1.6);
  - 21 ○ Technical Advisory Committee meetings (subtasks 1.10 and 1.11); and
  - 22 ○ Any other relevant topics.
- 23
  - 24 ● Provide an *Updated Project Schedule, List of Match Funds, and List of Permits*, as
  - 25 needed to reflect any changes in the documents.
  - 26

### 27 **The CAM shall:**

- 28 ● Designate the date and location of the meeting.
- 29 ● Send the Recipient a *Kick-off Meeting Agenda*.
- 30

### 31 **Recipient Products:**

- 32 ● Updated Project Schedule *(if applicable)*
- 33 ● Updated List of Match Funds *(if applicable)*
- 34 ● Updated List of Permits *(if applicable)*
- 35

### 36 **CAM Product:**

- 37 ● Kick-off Meeting Agenda
- 38

### 39 **Subtask 1.3 Critical Project Review (CPR) Meetings**

40 The goal of this subtask is to determine if the project should continue to receive CEC funding,  
41 and if so whether any modifications must be made to the tasks, products, schedule, or budget.  
42 CPR meetings provide the opportunity for frank discussions between the CEC and the  
43 Recipient. As determined by the CAM, discussions may include project status, challenges,  
44 successes, advisory group findings and recommendations, final report preparation, and  
45 progress on technical transfer and production readiness activities (if applicable).  
46 Participants will include the CAM and the Recipient, and may include the CAO and any other  
47 individuals selected by the CAM to provide support to the CEC.  
48

49 CPR meetings generally take place at key, predetermined points in the Agreement, as  
50 determined by the CAM and as shown in the Task List on page 1 of this Exhibit. However, the  
May 12, 2021

## Exhibit A Scope of Work Activate Global, Inc.

1 CAM may schedule additional CPR meetings as necessary. The budget will be reallocated to  
2 cover the additional costs borne by the Recipient, but the overall Agreement amount will not  
3 increase. CPR meetings generally take place at the CEC, but they may take place at another  
4 location, or may be conducted via electronic conferencing (e.g., WebEx) as determined by the  
5 CAM.  
6

### 7 **The Recipient shall:**

- 8 ● Prepare a *CPR Report* for each CPR meeting that: (1) discusses the progress of the  
9 Agreement toward achieving its goals and objectives; and (2) includes recommendations  
10 and conclusions regarding continued work on the project.
- 11 ● Submit the CPR Report along with any other *Task Products* that correspond to the  
12 technical task for which the CPR meeting is required (i.e., if a CPR meeting is required  
13 for Task 2, submit the Task 2 products along with the CPR Report).
- 14 ● Attend the CPR meeting.
- 15 ● Present the CPR Report and any other required information at each CPR meeting.  
16

### 17 **The CAM shall:**

- 18 ● Determine the location, date, and time of each CPR meeting with the Recipient's input.
- 19 ● Send the Recipient a *CPR Agenda* and a *List of Expected CPR Participants* in advance  
20 of the CPR meeting. If applicable, the agenda will include a discussion of match funding  
21 and permits.
- 22 ● Conduct and make a record of each CPR meeting. Provide the Recipient with a  
23 *Schedule for Providing a Progress Determination* on continuation of the project.
- 24 ● Determine whether to continue the project, and if so whether modifications are needed  
25 to the tasks, schedule, products, or budget for the remainder of the Agreement. If the  
26 CAM concludes that satisfactory progress is not being made, this conclusion will be  
27 referred to the Deputy Director of the Energy Research and Development Division.
- 28 ● Provide the Recipient with a *Progress Determination* on continuation of the project, in  
29 accordance with the schedule. The Progress Determination may include a requirement  
30 that the Recipient revise one or more products.  
31

### 32 **Recipient Products:**

- 33 ● CPR Report(s)
- 34 ● Task Products (draft and/or final as specified in the task)  
35

### 36 **CAM Products:**

- 37 ● CPR Agenda
- 38 ● List of Expected CPR Participants
- 39 ● Schedule for Providing a Progress Determination
- 40 ● Progress Determination  
41

### 42 **Subtask 1.4 Final Meeting**

43 The goal of this subtask is to complete the closeout of this Agreement.  
44

### 45 **The Recipient shall:**

- 46 ● Meet with CEC staff to present project findings, conclusions, and recommendations. The  
47 final meeting must be completed during the closeout of this Agreement. This meeting will  
48 be attended by the Recipient and CAM, at a minimum. The meeting may occur in person  
49 or by electronic conferencing (e.g., WebEx), with approval of the CAM. The technical

## Exhibit A Scope of Work Activate Global, Inc.

1 and administrative aspects of Agreement closeout will be discussed at the meeting,  
2 which may be divided into two separate meetings at the CAM's discretion.

- 3 ○ The technical portion of the meeting will involve the presentation of findings,  
4 conclusions, and recommended next steps (if any) for the Agreement. The CAM  
5 will determine the appropriate meeting participants.
- 6 ○ The administrative portion of the meeting will involve a discussion with the  
7 CAM and the CAO of the following Agreement closeout items:
  - 8 ■ Disposition of any state-owned equipment.
  - 9 ■ Need to file a Uniform Commercial Code Financing Statement (Form  
10 UCC-1) regarding the CEC's interest in patented technology.
  - 11 ■ The CEC's request for specific "generated" data (not already provided in  
12 Agreement products).
  - 13 ■ Need to document the Recipient's disclosure of "subject inventions"  
14 developed under the Agreement.
  - 15 ■ "Surviving" Agreement provisions such as repayment provisions and  
16 confidential products.
  - 17 ■ Final invoicing and release of retention.
- 18 ● Prepare a *Final Meeting Agreement Summary* that documents any agreement made  
19 between the Recipient and CEC staff during the meeting.
- 20 ● Prepare a *Schedule for Completing Agreement Closeout Activities*.
- 21 ● Provide *All Draft and Final Written Products* on a CD-ROM or USB memory stick,  
22 organized by the tasks in the Agreement.

### 23 **Products:**

- 24 ● Final Meeting Agreement Summary (*if applicable*)
- 25 ● Schedule for Completing Agreement Closeout Activities
- 26 ● All Draft and Final Written Products

### 27 **REPORTS AND INVOICES**

#### 28 **Subtask 1.5 Progress Reports and Invoices**

29 The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress  
30 is made towards achieving the project objectives of this Agreement; and (2) ensure that invoices  
31 contain all required information and are submitted in the appropriate format.

#### 32 **The Recipient shall:**

- 33 ● Submit *Monthly Update(s)* and *Quarterly Progress Report(s)* to the CAM. Each Quarterly  
34 Progress Report must:
  - 35 ○ Summarize progress made on all Agreement activities as specified in the Scope of  
36 Work for the preceding month, including accomplishments, problems, milestones,  
37 products, schedule, fiscal status, and an assessment of the ability to complete the  
38 Agreement within the current budget and any anticipated cost overruns. See the  
39 Progress Report Format Attachment for the recommended specifications.
- 40 ● Submit a monthly or quarterly *Invoice(s)* that follows the instructions in the "Payment of  
41 Funds" section of the terms and conditions, including a financial report on Match Funds  
42 and in-state expenditures.

### 43 **Products:**

- 44 ● Monthly Update(s)
- 45 ● Quarterly Progress Report(s)
- 46 ● Invoice(s)

# Exhibit A

## Scope of Work

### Activate Global, Inc.

1    **Subtask 1.6 Final Report**

2    The goal of this subtask is to prepare a comprehensive Final Report that describes the original  
3    purpose, approach, results, and conclusions of the work performed under this Agreement. The  
4    CAM will review and approve the Final Report, which will be due at least **two months** before  
5    the Agreement end date. When creating the Final Report Outline and the Final Report, the  
6    Recipient must use a Style Manual provided by the CAM.

7  
8    **Subtask 1.6.1 Final Report Outline**

9  
10   **The Recipient shall:**

- 11       • Prepare a *Final Report Outline* in accordance with the *Style Manual* provided by the  
12       CAM.
- 13       • Submit a draft of the outline to the CAM for review and comment.
- 14       • Once agreement has been reached on the draft, submit the final outline to the CAM.  
15       The CAM will provide written approval of the final outline within 10 days of receipt.

16  
17   **Recipient Products:**

- 18       • Final Report Outline (draft and final)

19  
20   **CAM Product:**

- 21       • Style Manual
- 22       • Comments on Draft Final Report Outline
- 23       • Approval of Final Report Outline

24  
25   **Subtask 1.6.2 Final Report**

26  
27   **The Recipient shall:**

- 28       • Prepare a *Final Report* for this Agreement in accordance with the approved Final Report  
29       Outline, Style Manual, and Final Report Template provided by the CAM with the  
30       following considerations:
  - 31           ○ Ensure that the report includes the following items, in the following order:
    - 32               ▪ Cover page
    - 33               ▪ Credits page on the reverse side of cover with legal disclaimer
    - 34               ▪ Acknowledgements page (optional)
    - 35               ▪ Preface
    - 36               ▪ Abstract, keywords, and citation page
    - 37               ▪ Table of Contents (followed by List of Figures and List of Tables, if needed)
    - 38               ▪ Executive summary
    - 39               ▪ Body of the report
    - 40               ▪ References (if applicable)
    - 41               ▪ Glossary/Acronyms (If more than 10 acronyms or abbreviations are used, it is  
42               required.)
    - 43               ▪ Bibliography (if applicable)
    - 44               ▪ Appendices (if applicable) (Create a separate volume if very large.)
    - 45               ▪ Attachments (if applicable)
  - 46           ○ Ensure that the document is written in the third person.
  - 47           ○ Ensure that the Executive Summary is understandable to the lay public.
    - 48               ▪ Briefly summarize the completed work. Succinctly describe the project results

## Exhibit A Scope of Work Activate Global, Inc.

1 and whether or not the project goals were accomplished.

- 2     ▪ Identify which specific ratepayers can benefit from the project results and how
- 3     they can achieve the benefits.
- 4     ▪ If it's necessary to use a technical term in the Executive Summary, provide a
- 5     brief definition or explanation when the technical term is first used.
- 6     ○ Follow the Style Guide format requirements for headings, figures/tables, citations,
- 7     and acronyms/abbreviations.
- 8     ○ Ensure that the document omits subjective comments and opinions. However,
- 9     recommendations in the conclusion of the report are allowed.
- 10    ○ Include a brief description of the project results in the Abstract.
- 11
- 12    ● Submit a draft of the report to the CAM for review and comment. The CAM will provide
- 13    written comments to the Recipient on the draft product within 15 days of receipt
- 14    ● Consider incorporating all CAM comments into the Final Report. If the Recipient
- 15    disagrees with any comment, provide a written response explaining why the comment
- 16    was not incorporated into the final product
- 17    ● Submit the revised Final Report and responses to comments within 10 days of notice by
- 18    the CAM, unless the CAM specifies a longer time period or approves a request for
- 19    additional time.
- 20    ● Submit one bound copy of the *Final Report* to the CAM along with *Written Responses to*
- 21    *Comments on the Draft Final Report*.
- 22

### 23 **Products:**

- 24     ● Final Report (draft and final)
- 25     ● Written Responses to Comments on the Draft Final Report
- 26

### 27 **CAM Product:**

- 28     ● Written Comments on the Draft Final Report
- 29

## 30 **MATCH FUNDS, PERMITS, AND SUBCONTRACTS**

### 31 **Subtask 1.7 Match Funds**

32 The goal of this subtask is to ensure that the Recipient obtains any match funds planned for this  
33 Agreement and applies them to the Agreement during the Agreement term.  
34

## Exhibit A Scope of Work Activate Global, Inc.

1 While the costs to obtain and document match funds are not reimbursable under this  
2 Agreement, the Recipient may spend match funds for this task. The Recipient may only spend  
3 match funds during the Agreement term, either concurrently or prior to the use of CEC funds.  
4 Match funds must be identified in writing, and the Recipient must obtain any associated  
5 commitments before incurring any costs for which the Recipient will request reimbursement.  
6

### 7 **The Recipient shall:**

- 8 ● Prepare a *Match Funds Status Letter* that documents the match funds committed to this  
9 Agreement. If no match funds were part of the proposal that led to the CEC awarding  
10 this Agreement and none have been identified at the time this Agreement starts, then  
11 state this in the letter.  
12

13 If match funds were a part of the proposal that led to the CEC awarding this Agreement,  
14 then provide in the letter:

- 15 ○ A list of the match funds that identifies:
  - 16 ■ The amount of cash match funds, their source(s) (including a contact name,  
17 address, and telephone number), and the task(s) to which the match funds will  
18 be applied.
  - 19 ■ The amount of each in-kind contribution, a description of the contribution type  
20 (e.g., property, services), the documented market or book value, the source  
21 (including a contact name, address, and telephone number), and the task(s) to  
22 which the match funds will be applied. If the in-kind contribution is equipment or  
23 other tangible or real property, the Recipient must identify its owner and provide  
24 a contact name, address, telephone number, and the address where the property  
25 is located.
  - 26 ■ A copy of a letter of commitment from an authorized representative of each  
27 source of match funding that the funds or contributions have been secured.
- 28 ● At the Kick-off meeting, discuss match funds and the impact on the project if they are  
29 significantly reduced or not obtained as committed. If applicable, match funds will be  
30 included as a line item in the progress reports and will be a topic at CPR meetings.
- 31 ● Provide a *Supplemental Match Funds Notification Letter* to the CAM of receipt of  
32 additional match funds.
- 33 ● Provide a *Match Funds Reduction Notification Letter* to the CAM if existing match funds  
34 are reduced during the course of the Agreement. Reduction of match funds may trigger  
35 a CPR meeting.  
36

### 37 **Products:**

- 38 ● Match Funds Status Letter
- 39 ● Supplemental Match Funds Notification Letter (if applicable)
- 40 ● Match Funds Reduction Notification Letter (if applicable)  
41

### 42 **Subtask 1.8 Permits**

43 The goal of this subtask is to obtain all permits required for work completed under this  
44 Agreement in advance of the date they are needed to keep the Agreement schedule on track.  
45 Permit costs and the expenses associated with obtaining permits are not reimbursable under  
46 this Agreement, with the exception of costs incurred by University of California recipients.  
47 Permits must be identified and obtained before the Recipient may incur any costs related to the  
48 use of the permit(s) for which the Recipient will request reimbursement.  
49

# Exhibit A

## Scope of Work

### Activate Global, Inc.

#### The Recipient shall:

- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
  - The schedule the Recipient will follow in applying for and obtaining the permits.

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in progress reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

#### Products:

- Permit Status Letter
- Updated List of Permits (if applicable)
- Updated Schedule for Acquiring Permits (if applicable)
- Copy of each Approved Permit (if applicable)

#### Subtask 1.9 Subcontracts

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; and (2) ensure that the subcontracts are consistent with the terms and conditions of this Agreement.

#### The Recipient shall:

- Manage and coordinate subcontractor activities in accordance with the requirements of this Agreement.
- Incorporate this Agreement by reference into each subcontract.
- Include any required CEC flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
- If required by the CAM, submit a draft of each *Subcontract* required to conduct the work under this Agreement.
- Submit a final copy of the executed subcontract.
- Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of subcontractor additions in the terms and conditions).

#### Products:

- Subcontracts (*draft if required by the CAM*)

#### **TECHNICAL ADVISORY COMMITTEE**

# Exhibit A

## Scope of Work

### Activate Global, Inc.

#### 1 **Subtask 1.10 Technical Advisory Committee (TAC)**

2 The goal of this subtask is to maintain and expand the existing advisory committee for this  
3 Agreement. The TAC is composed of diverse professionals, with a purpose to:

- 4 ● Provide guidance in project direction. The guidance may include scope and  
5 methodologies, timing, and coordination with other projects. The guidance may be on:  
6 ○ Technical area expertise;  
7 ○ Knowledge of market applications; or  
8 ○ Linkages between the agreement work and other past, present, or future projects  
9 (both public and private sectors) that TAC members are aware of in a particular  
10 area.
- 11 ● Review products and provide recommendations for needed product adjustments,  
12 refinements, or enhancements.
- 13 ● Evaluate the tangible benefits of the project to the state of California, and provide  
14 recommendations as needed to enhance the benefits.
- 15 ● Provide recommendations regarding information dissemination, market pathways, or  
16 commercialization strategies relevant to the project products.
- 17 ● Help set the project team's goals and contribute to the development and evaluation of its  
18 statement of proposed objectives as the project evolves.
- 19 ● Provide a credible and objective sounding board on the wide range of technical and  
20 financial barriers and opportunities.
- 21 ● Help identify key areas where the project has a competitive advantage, value  
22 proposition, or strength upon which to build.
- 23 ● Advocate, to the extent the TAC members feel is appropriate, on behalf of the project in  
24 its effort to build partnerships, governmental support and relationships with a national  
25 spectrum of influential leaders.
- 26 ● Ask probing questions that insure a long-term perspective on decision-making and  
27 progress toward the project's strategic goals.

28  
29 The TAC is composed of qualified professionals spanning the following types of disciplines:

- 30 ● Researchers knowledgeable about the project subject matter;
- 31 ● Members of trades that will apply the results of the project (e.g., designers, engineers,  
32 architects, contractors, and trade representatives);
- 33 ● Public interest market transformation implementers;
- 34 ● Product developers relevant to the project;
- 35 ● U.S. Department of Energy research managers, or experts from other federal or state  
36 agencies relevant to the project;
- 37 ● Public interest environmental groups;
- 38 ● Utility representatives;
- 39 ● Air district staff; and
- 40 ● Members of relevant technical society committees.

#### 41 **The Recipient shall:**

- 42 ● Prepare a *List of TAC Members* once all TAC members have committed to serve

#### 43 **Products:**

- 44 ● List of TAC Members

#### 45 **Subtask 1.11 TAC Meetings**

## Exhibit A Scope of Work Activate Global, Inc.

1 The goal of this subtask is for the LC to provide strategic guidance for the project by  
2 participating in regular meetings, which may be held via teleconference.  
3

4 **The Recipient shall:**

- 5 ● Organize and lead TAC meetings on a regular cadence
- 6 ● Prepare *TAC Meeting Summaries* that include any recommended resolutions of major  
7 issues.

8  
9 **Products:**

- 10 ● TAC Meeting Summaries  
11

12 **Subtask 1.12 Project Performance Metrics**

13 The goal of this subtask is to finalize key performance targets for the project based on feedback  
14 from the TAC and report on final results in achieving those targets. The performance targets  
15 should be a combination of scientific, engineering, techno-economic, and/or programmatic  
16 metrics that provide the most significant indicator of the research or technology's potential  
17 success.  
18

19 **The Recipient shall:**

- 20 ● Complete and submit the project performance metrics from the *Initial Project Benefits*  
21 *Questionnaire*, developed in the Evaluation of Project Benefits task, to the CAM.
- 22 ● Present the draft project performance metrics at the first TAC meeting to solicit input and  
23 comments from the TAC members.
- 24 ● Develop and submit a *TAC Performance Metrics Summary* that summarizes comments  
25 received from the TAC members on the proposed project performance metrics. The *TAC*  
26 *Performance Metrics Summary* will identify:
  - 27 ● TAC comments the Recipient proposes to incorporate into the Initial Project Benefits  
28 *Questionnaire*, developed in the Evaluation of Project Benefits task.
  - 29 ● TAC comments the Recipient does not propose to incorporate with and explanation  
30 why.
- 31 ● Develop and submit a *Project Performance Metrics Results* document describing the  
32 extent to which the Recipient met each of the performance metrics in the *Final Project*  
33 *Benefits Questionnaire*, developed in the Evaluation of Project Benefits task.
- 34 ● Discuss the *Project Performance Metrics Results* at the Final Meeting.  
35

36 **Products:**

- 37 ● TAC Performance Metrics Summary
- 38 ● Project Performance Metrics Results  
39  
40

# Exhibit A

## Scope of Work

### Activate Global, Inc.

#### 1 III. TECHNICAL TASKS

2  
3 *Products that require a draft version are indicated by marking “(draft and final)” after the*  
4 *product name in the “Products” section of the task/subtask. If “(draft and final)” does not appear*  
5 *after the product name, only a final version of the product is required. **Subtask 1.1 (Products)***  
6 *describes the procedure for submitting products to the CAM.*  
7

#### 8 **TASK 2: Maintain and Improve World-Class Entrepreneurship + Technical Support**

#### 9 **Services**

10 The goal of this task is to provide premiere support services as part of the Bay Area Regional  
11 Energy Innovation Cluster to expand the number and quality of entrepreneurship and technical  
12 resources currently available to hard technology innovator, including educational materials and  
13 curriculum on technical instruction and support to entrepreneurs in the specialized areas of  
14 energy technology product and process design.  
15

#### 16 **The Recipient shall:**

- 17 ● Update the existing *Entrepreneurship Support Services Report* detailing the following:
  - 18 ○ Access to appropriate workspace (both laboratory and office facilities) for new
  - 19 entrepreneurs entering the Bay Area Regional Energy Innovation Cluster through
  - 20 a standardized sponsored project agreement with LBNL (e.g. a master
  - 21 Cooperative Research and Development Agreement (CRADA) between the
  - 22 Recipient and LBNL or a short form CRADA directly between LBNL and the
  - 23 entrepreneurs) and, if needed, a Shared Special User Facility for Innovation and
  - 24 Entrepreneurship Agreement with The Regents of the University of California, on
  - 25 behalf of the Berkeley Campus.
  - 26 ○ Office hours for the Recipient program staff to be available to provide advice and
  - 27 guidance in key areas of commercialization strategy including, for example:
    - 28 ■ Market assessment
    - 29 ■ Customer discovery
    - 30 ■ Messaging/pitching
    - 31 ■ Fundraising
    - 32 ■ Market entry strategy
    - 33 ■ Technology development
- 34 ● On an as-needed basis, supplement the Entrepreneurship Support Services Report with
- 35 subcontracted services which may additionally benefit the entrepreneurs, which may
- 36 include but are not limited to:
  - 37 ○ Team building/hiring
  - 38 ○ IP and Patent strategy
  - 39 ○ Grant writing support
  - 40 ○ Executive coaching
  - 41 ○ Public speaking
  - 42 ○ Policy support services
  - 43 ○ Graphic design and presentation support services
- 44 ● Maintain a Startup Speaker Series (called “Founder’s Talks”) featuring energy
- 45 technology experts and technical founders with firsthand startup experience, as well as
- 46 informal Peer-to-Peer Discussion Roundtables to provide a forum for scientists and
- 47 engineers to engage in spontaneous discussion, collaborative problem solving, and idea
- 48 generation around topics of interest to the innovator community.  
49

## Exhibit A Scope of Work Activate Global, Inc.

- 1 ● Recruit and build an active mentor network (called “*Collision Network Roster*”)  
2 composed of seasoned technology entrepreneurs, industry experts, and technology  
3 investors to facilitate introductions for Bay Area Regional Energy Innovation Cluster  
4 teams.
- 5 ● Coordinate a series of mentorship events (called “Collisions”) to introduce Bay Area  
6 Regional Energy Innovation Cluster entrepreneurs to mentors and advisors. These  
7 events will be designed to create an intimate environment for relationship building and  
8 will provide a forum for candid feedback from mentors and potential partners.
- 9 ● Provide a *Collision Network Roster*.
- 10 ● With the written approval of the CAM, recruit and hire an Entrepreneur-in-Residence with  
11 expertise to serve as an in-house strategic counselor to entrepreneurs within the Bay  
12 Area Regional Energy Innovation Cluster.
- 13 ● Update and maintain the *Bay Area Regional Energy Innovation Cluster Resource Library*  
14 (“Playbooks” currently at [playbooks.cyclotronroad.org](http://playbooks.cyclotronroad.org)) that contains a curated selection  
15 of the most relevant and proven content for best practices in energy technology  
16 entrepreneurship. Content shall be available online to the greatest extent possible.  
17 Materials may include but are not limited to:
  - 18 ○ Web content
  - 19 ○ Presentation slide decks
  - 20 ○ Video lectures
  - 21 ○ Recommended readings
  - 22 ○ Technical models
  - 23 ○ Databases of recommended vendors for prototyping and testing
  - 24 ○ Lists of recommended professional service providers for startups
- 25 ● Develop *Hard Tech Entrepreneurship Content* in consultation with industry experts, for  
26 inclusion in the Resource Library, on the following topics:
  - 27 ○ Hard tech financing and fundraising
  - 28 ○ Hard tech corporate engagement (simple partnership agreements, deals, Joint  
29 Development Agreements)
  - 30 ○ Hard tech IP strategies
  - 31 ○ Hard tech go-to-market strategies
- 32 ● Make the *Bay Area Regional Energy Innovation Cluster Resource Library* available and  
33 accessible to energy technology entrepreneurs across the state, at no cost, and to the  
34 greatest extent possible online.
- 35 ● Update the *Bay Area Regional Energy Innovation Cluster Resource Library* from the  
36 current ‘beta’ version and move to be hosted on Activate.org domain to improve user  
37 experience and increase traffic.
- 38 ● Update and refine *Technoeconomic Modeling Resource Curriculum* to equip innovators  
39 with the skills and knowledge needed to effectively perform cost-performance modeling  
40 on their technologies in assessing viability and informing technical and business  
41 development objectives. The curriculum shall include methodologies, best practices,  
42 examples, and tactical recommendations, such as:
  - 43 ○ Fundamentals of process economics: capital costs, operating costs, revenue
  - 44 ○ Methods of early-stage cost estimation
  - 45 ○ Operating costs and how they are estimated
  - 46 ○ Process modeling
  - 47 ○ Sensitivity analyses
  - 48 ○ Best practices for building models with spreadsheets
- 49 ● The curriculum shall also include a library of additional resources that can support  
50 techno-economic modeling activities, such as:

## Exhibit A Scope of Work Activate Global, Inc.

- Databases of costs
- Case studies
- Articles by industry professionals, investors, or developers
- Specially developed software tools or templates
- Educational resources
- The curriculum may include additional and updated video content to complement the core curriculum videos which have been produced.
- Finally, the curriculum may include a library to assist entrepreneurs in finding process data, reference values, and scale-dependent relationships for calculating capital cost, operating cost, and levelized cost of electricity.
- Incorporate edits and comments from CAM on the draft Product(s) for this task before submitting final documents.
- Develop a *Design for Manufacturing Resource Curriculum* in partnership with LBNL to provide entrepreneurs, particularly the alumni community, with the tools and information needed to minimize manufacturing costs. The curriculum shall include methodologies, best practices, examples, and tactical recommendations.
  - With approval from the CAM, hire or otherwise retain an expert, or network of experts, in manufacturing and design-for-manufacturing, whose expertise is suitable to informing manufacturing viability of early stage hard technology innovations.
  - Incorporate edits and comments from CAM on the draft Product(s) for this task before submitting final documents.
- Prepare a *CPR Report* and participate in CPR meeting.

### Products:

- Entrepreneurship Support Services Report (draft and final)
- Collision Network Roster
- Bay Area Regional Energy Innovation Cluster Resource Library
- Hard Tech Entrepreneurship Content
- Technoeconomic Modeling Resource Curriculum (draft and final)
- Design for Manufacturing Resource Curriculum (draft and final)
- CPR Report

### **TASK 3: Recruit Power Sector Entrepreneurs for the Bay Area Regional Energy Innovation Cluster with a Diversity Focus**

The goal of this task is to improve the process for selecting projects and team leaders to participate in the Bay Area Regional Energy Innovation Cluster with a focus on diversity by increasing the number of applicants from underrepresented communities in the hard tech space.

#### **The Recipient shall:**

- Publicize the Bay Area Regional Energy Innovation Cluster, through channels including but not limited to:
  - Webinars
  - Speaking engagements
  - Channel partners
  - The Cyclotron Road Advisory Council
- Develop relationships with organizations with stronger networks across underrepresented communities, such as Black Venture Capital Consortium and the Black in Deep Tech Summit, to build capacity to reach and attract applicants from the targeted communities.

## Exhibit A Scope of Work Activate Global, Inc.

- 1       ● Set diversity targets and monitor annual data for numbers of applicants from
- 2       underrepresented communities with respect to race, genders, geography,
- 3       socioeconomic status, and educational institute.
- 4       ● Improve and update the *Recruitment Strategy Document* to take into consideration new
- 5       diversity goals and targets.

### 6 7 **Products:**

- 8       ● Recruitment Strategy Document

### 9 10 11 **TASK 4: Maintain and Improve Bay Area Regional Energy Innovation Cluster Selection**

### 12 **Process**

13 The goal of this task is to select world-class teams to participate in the Bay Area Regional  
14 Energy Innovation Cluster and select cohorts that more accurately represent the country's  
15 diverse population.

### 16 17 **The Recipient shall:**

- 18       ● Update a *Bay Area Regional Energy Innovation Cluster Selection Process Guide*. This
- 19       guide will detail the admission process entrepreneurs will need to follow for the Bay Area
- 20       Regional Energy Innovation Cluster.
  - 21           ○ This guide will include all necessary steps and documentation entrepreneurs will
  - 22           need to complete their applications, including application, initial screening,
  - 23           internal/external review, interview, finalist event presentations, and reference
  - 24           checks.
  - 25           ○ Using the eligibility criteria and application process, review applications for the
  - 26           Bay Area Regional Energy Innovation Cluster.
  - 27           ○ Conduct phone interviews, internal/external review and reference checks for
  - 28           qualified applicants.
- 29       ● Improve selection process with regards to Diversity, Equity, and Inclusion, by:
  - 30           ○ Audit and improve the racial diversity of all external review pools and ensure that
  - 31           all internal selection committees receive implicit bias training.
  - 32           ○ Audit and improve the number of BIPOC applicants advancing through the
  - 33           selection process.
- 34       ● Admit a minimum of five new project teams each year in the Bay Area Regional Energy
- 35       Innovation Cluster.
- 36       ● Execute the existing Activate Cohort Access and Services Agreement for each admitted
- 37       company.
- 38       ● Improve and update the *Onboarding and Orientation Checklist* for entrepreneurs to set
- 39       them up for success, including, but not limited to:
  - 40           ○ Onboarding
  - 41           ○ Office hours
  - 42           ○ Welcome webinar
  - 43           ○ CRADA and documentation support
  - 44           ○ Welcome retreat

### 45 46 **Products:**

- 47       ● Bay Area Regional Energy Innovation Cluster Selection Process Guide (draft and final)
- 48       ● Onboarding and Orientation Checklist (draft and final)

## Exhibit A Scope of Work Activate Global, Inc.

### 1 **Task 5: Strengthen Cross-Cluster Collaboration with California Accelerators and** 2 **Incubators**

3 The goal of this task is to provide mutual support and value to the other Regional Clusters by  
4 actively partnering on recruitment and programming.  
5

#### 6 **The Recipient Shall:**

- 7 ● Serve as an outreach and development mechanism for regional innovator and startup  
8 applicants by managing the referral of innovation companies in the Bay Area Regional  
9 Energy Innovation Cluster to other Regional Clusters, the California Sustainable Energy  
10 Entrepreneur Development (CalSEED) initiative, Energy Accelerator, and other  
11 California Incubation and Acceleration Programs
- 12 ● Partner with the other Regional Clusters on recruitment efforts to strengthen the pipeline  
13 for the Bay Area Regional Energy Innovation Cluster Activate Fellowship program by  
14 sharing recruitment materials through cluster channels, attending recruitment events,  
15 and leveraging the networks of the other Clusters
- 16 ● Actively cross-post Regional Cluster programming opportunities that would be beneficial  
17 to the Recipient's current fellows and alums, and share programming opportunities  
18 hosted by Activate and LBNL with the other Regional Clusters, including those  
19 mentioned in Task 7
- 20 ● Actively share entrepreneurial and technical resources developed in Task 2 with the  
21 other Regional Clusters
- 22 ● Prepare an annual *Summary of Regional Cluster Cross-Collaboration* to track and  
23 assess the opportunities for regional collaboration  
24

#### 25 **Products:**

- 26 ● Summary of Regional Cluster Cross-Collaboration  
27

### 28 **TASK 6: Provide Entrepreneurship and Technical Support Services to Bay Area Regional** 29 **Energy Innovation Cluster Participants**

30 The goal of this ongoing task is to maintain, improve, and deliver to entrepreneurs the expanded  
31 support services established in Task 2, as well as to provide a framework to manage the  
32 ongoing delivery of support services to entrepreneurs.  
33

#### 34 **The Recipient shall:**

- 35 ● Deliver quality support services to entrepreneurs, through the following mechanisms:
  - 36 ○ Program staff office hours
  - 37 ○ Technoeconomic modeling assistance
  - 38 ○ Design for manufacturing assistance
  - 39 ○ Commercialization assistance
  - 40 ○ Entrepreneurship assistance, including financing, IP, HR, legal services
  - 41 ○ Mentor matching and network events
  - 42 ○ Facilitation of collaboration with LBNL experts
- 43 ● Plan, host, and manage mentorship and peer-to-peer events, called Collisions, including  
44 coordination and invitations to guest speakers and mentors.
- 45 ● Solicit feedback through annual surveys from program participants to evaluate the  
46 quality and accessibility of support services offered.
- 47 ● Provide recommendations for improvements to entrepreneurship support services based  
48 on feedback from program participants and initial results from Alumni tracking (Task 8)
- 49 ● Perform an annual review of each company's progress to determine if milestones are  
50 being met.

## Exhibit A Scope of Work Activate Global, Inc.

- 1 ● Adjust support services as determined by the annual review and milestone/timeline  
2 achievement.
- 3 ● Renew yearly agreement for access to Bay Area Regional Energy Innovation Cluster  
4 program if company milestone/agreement timeline terms are met.
- 5 ● Terminate access to Bay Area Regional Energy Innovation Cluster program/services  
6 when appropriate if company milestone/agreement timeline terms are not met and prior  
7 to each premature termination, inform the CAM.
- 8 ● Prepare a *Bay Area Regional Energy Innovation Cluster Milestone Tracker*, covering the  
9 following information for each entrepreneur:
  - 10 ○ Name, location and organization.
  - 11 ○ Description of the innovation and how it will benefit electric ratepayers in  
12 California IOU service territories and lead to technological advancement or  
13 breakthroughs to overcome barriers to achieving the state's statutory energy  
14 goals.
  - 15 ○ Description of the Bay Area Regional Energy Innovation Cluster services  
16 provided.
  - 17 ○ Number of Collisions
  - 18 ○ Technical and commercialization milestones achieved.
  - 19 ○ For companies the Bay Area Regional Energy Innovation Cluster has stopped  
20 providing services to, an explanation for the decision.
- 21 ● Incorporate edits and comments from CAM on the draft Product(s) for this task before  
22 submitting final documents.

### 23 **Products:**

- 24 ● Bay Area Regional Energy Innovation Cluster Milestone Tracker (draft and final)

### 25 **TASK 7: Hold Regional Educational Events**

26 The goal of this task is to plan and hold public events to broadly disseminate advancements,  
27 learnings, and technical breakthroughs achieved in the Bay Area Regional Energy Innovation  
28 Cluster.  
29  
30

### 31 **The Recipient shall:**

- 32 ● Prepare a *Bay Area Regional Energy Innovation Cluster Annual Summit Brief* prior to  
33 holding the annual summit, which will include a draft agenda, potential speakers, and a  
34 discussion on the overall purpose and outcomes of the summit.
- 35 ● Convene the annual Activate Fellows Summit to share best practices, lessons learned,  
36 and disseminate news and results of cluster activities with stakeholders and the public.
- 37 ● Provide a brief *Bay Area Regional Energy Innovation Cluster Annual Summit Summary*  
38 *and Materials* package following the Activate Fellows Summit, including presentations  
39 and other materials used at the event.
- 40 ● Hold an annual Demo Day event for Bay Area Regional Energy Innovation Cluster  
41 entrepreneurs to potential advisors, partners, and investors from the Recipient's  
42 network.
- 43 ● Host at least one Educational Seminar for the public on an annual basis.
- 44 ● Following each seminar, provide a brief *Educational Seminar Summary and Materials*  
45 package of the seminar, including any presentations, recording, or other material used at  
46 the event.  
47  
48

### 49 **Products:**

- 50 ● Bay Area Regional Energy Innovation Cluster Annual Summit Brief

# Exhibit A

## Scope of Work

### Activate Global, Inc.

- Bay Area Regional Energy Innovation Cluster Annual Summit Summary and Materials
- Educational Seminar Summary and Materials

#### TASK 8: Alumni Tracking

The goal of this task is to collect data regarding the progress of Bay Area Regional Energy Innovation Cluster entrepreneurs and their technology ventures after graduating from the Bay Area Regional Energy Innovation Cluster.

#### The Recipient shall:

- Share with the CAM the *Metrics for Alumni Tracking Memo* that identifies the annually tracked metrics for assessing the progress of Bay Area Regional Energy Innovation Cluster alumni and their innovations.
- Create and maintain a *Metrics Database* that tracks the progress of alumni and their associated innovations in each category of selected program metrics.
- Conduct an annual survey of alumni and share results from the alumni survey with the CAM by enabling access to the *Metrics Database*.
- Work to increase the quality and quantity of alumni survey data by incentivizing alumni to contribute data (only contractually required to do so for 3 years following their fellowship) as well as assessing alternate means of collecting alumni data, including subcontracting a firm that can assist with data mining of online data to capture metrics such as number of jobs created, money raised, etc.

#### Products:

- Metrics for Alumni Tracking Memo
- Metrics Database

#### TASK 9: Develop a Physical Space for Fellowship Programming

The goal of this task is to provide access to facilities and infrastructure to facilitate in-person connectivity among entrepreneurs, networking with potential customers and strategic partners, and workspace for Activate staff and fellow community.

#### The Recipient shall:

- Provide a *Copy of Lease Agreement(s)* after identifying and securing facilities which will enable increased connectivity and networking for entrepreneurs, customers, partners, investors and staff.
- Outfit and design facility space to support entrepreneur connectivity and collision opportunities.
- Provide a *Collision Tracking Report*, with the goal of initiating twelve high impact collisions per year per project team, with a minimum of sixty collisions per year.

#### Products:

- Copy of Lease Agreements(s)
- Collision Tracking Report

#### TASK 10: Evaluation of Project Benefits

The goal of this task is to report the benefits resulting from this project.

#### The Recipient shall:

The goal of this task is to report the benefits resulting from this project.

# Exhibit A

## Scope of Work

### Activate Global, Inc.

#### The Recipient shall:

- Complete the *Initial Project Benefits Questionnaire*. The *Initial Project Benefits Questionnaire* shall be initially completed by the Recipient with 'Kick-off' selected for the 'Relevant data collection period' and submitted to the CAM for review and approval.
- Complete the *Annual Survey* by December 15th of each year. The Annual Survey includes but is not limited to the following information:
  - Technology commercialization progress
  - New media and publications
  - Company growth
  - Follow-on funding and awards received
- Complete the *Final Project Benefits Questionnaire*. The *Final Project Benefits Questionnaire* shall be completed by the Recipient with 'Final' selected for the 'Relevant data collection period' and submitted to the CAM for review and approval.
- Respond to CAM questions regarding the questionnaire drafts.
- Complete and update the project profile on the CEC's public online project and recipient directory on the [Energize Innovation website \(www.energizeinnovation.fund\)](http://www.energizeinnovation.fund), and provide *Documentation of Project Profile on EnergizeInnovation.fund*, including the profile link.
- If the Prime Recipient is an Innovation Partner on the project, complete and update the organizational profile on the CEC's public online project and recipient directory on the [Energize Innovation website \(www.energizeinnovation.fund\)](http://www.energizeinnovation.fund), and provide *Documentation of Organization Profile on EnergizeInnovation.fund*, including the profile link.

#### Products:

- Initial Project Benefits Questionnaire
- Annual Survey(s)
- Final Project Benefits Questionnaire
- Documentation of Project Profile on EnergizeInnovation.fund
- Documentation of Organization Profile on EnergizeInnovation.fund

#### TASK 11: Technology/Knowledge Transfer Activities

The goal of this task is to develop a plan to make the knowledge gained, experimental results, and lessons learned available to the public and key decision makers.

#### The Recipient shall:

- Prepare an *Initial Fact Sheet* at start of the project that describes the project. Use the format provided by the CAM.
- Prepare a *Final Project Fact Sheet* at the project's conclusion that discusses results. Use the format provided by the CAM.
- Prepare a *Technology/Knowledge Transfer Plan* that includes:
  - An explanation of how the knowledge gained from the project will be made available to the public, including the targeted market sector and potential outreach to end users, utilities, regulatory agencies, and others.
  - A description of the intended use(s) for and users of the project results.
  - Published documents, including date, title, and periodical name.
  - Copies of documents, fact sheets, journal articles, press releases, and other documents prepared for public dissemination. These documents must include the Legal Notice required in the terms and conditions. Indicate where and when the documents were disseminated.

**Exhibit A**  
**Scope of Work**  
**Activate Global, Inc.**

- 1           ○ A discussion of policy development. State if project has been or will be cited in
- 2           government policy publications or used to inform regulatory bodies.
- 3           ○ The number of website downloads or public requests for project results.
- 4           ○ Additional areas as determined by the CAM.
- 5       ● Conduct technology and knowledge transfer activities in accordance with the
- 6       Technology/Knowledge Transfer Plan.
- 7       ● Prepare a *Report of Technology/Knowledge Transfer Activities* and include in the
- 8       monthly Progress Reports
- 9       ● When directed by the CAM, develop *Presentation Materials* for an CEC- sponsored
- 10       conference/workshop on the results of the project.
- 11       ● Prepare a *Technology/Knowledge Transfer Report* on technology transfer activities
- 12       conducted during the project.

13

14 **Products:**

- 15       ● Initial Project Fact Sheet (draft and final)
- 16       ● Final Project Fact Sheet (draft and final)
- 17       ● Technology/Knowledge Transfer Plan (draft and final)
- 18       ● Report of Technology/Knowledge Transfer Activities
- 19       ● Presentation Materials (draft and final)
- 20       ● Technology/Knowledge Transfer Report (draft and final)

21

22 **IV. PROJECT SCHEDULE**

23

24 Please see the attached Excel spreadsheet.

**STATE OF CALIFORNIA**

**STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION**

RESOLUTION - RE: ACTIVATE GLOBAL INC.

**RESOLVED**, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

**RESOLVED**, that the CEC approves Amendment 4 to Agreement EPC-15-032 with Activate Global, Inc. to augment the budget with \$4,980,000, update the Scope of Work and extend the agreement term by five years. This amendment will provide continued support to the Cyclotron Road program which provides commercialization support services to clean energy entrepreneurs developing breakthrough materials and hardware devices in energy efficiency, energy storage, distribution, grid management, and power generation. Cyclotron Road provides entrepreneurs access to world-class laboratory facilities, and key services, such as business model development, customer discovery, and intellectual property protection to enable energy entrepreneurs in the Bay Area region; and

**FURTHER BE IT RESOLVED**, that the Executive Director or his/her designee shall execute the same on behalf of the CEC.

**CERTIFICATION**

The undersigned Secretariat to the CEC does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the CEC held on June 9, 2021.

AYE:

NAY:

ABSENT:

ABSTAIN:

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Patricia Carlos  
Secretariat