Conflict of Interest Policy

A. Policy & Application

U.S. Pipe is committed to preventing financial and organizational conflicts of interest in accordance with the Department of Energy Interim Conflict of Interest Policy Requirements for Financial Assistance (DOE COI Policy) pursuant to 2 CFR part 910, Department of Energy (DOE) Financial Assistance Regulations and 2 CFR part 200, e.g., 200.112, 200.318. The purpose of this Conflict of Interest Policy is to ensure that the Project, as defined herein, will be free from bias resulting from financial conflicts of interest or organizational conflicts of interest. The fundamental responsibility of each employee, officer, or agent of U.S. Pipe is to disclose any actual or apparent conflict of interest to U.S. Pipe, so that U.S. Pipe can make decisions about whether there is a conflict that could bias the Project, and if so how such conflict should be prevented or mitigated. This Conflict of Interest Policy applies to Covered Personnel of U.S. Pipe.

B. Definitions

- *Covered Personnel* means any person who is responsible for the purpose, design, conduct, or reporting of the Project; and any other person identified as Senior/Key Personnel by U.S. Pipe in its application for financial assistance, approved budget, progress report, or any other report submitted to DOE OCED related to the Project.[1]

- *DOE OCED* means the U.S. Department of Energy, Office of Clean Energy Demonstrations.

- *Financial conflict of interest (FCOI)* means a situation in which Covered Personnel or the Covered Personnel's spouse or dependent children has a significant financial interest or financial relationship that could directly and significantly affect the design, conduct, reporting, or funding of the Project.

- *FCOI report* means a U.S. Pipe report of a financial conflict of interest to DOE OCED.

- *Financial interest* means anything of monetary value, whether or not the value is readily ascertainable.

- *Covered Personnel's U.S. Pipe responsibilities* means a Covered Personnel's professional responsibilities on behalf of U.S. Pipe.

[1] For avoidance of doubt, the definition of "Covered Personnel" in this policy incorporates the definition of "Investigator" from the DOE Interim COI Policy. Although the DOE Interim Conflict of Interest Policy refers to a "Principal Investigator," that term is utilized exclusively in the research and development context, so U.S. Pipe does not have a "Principal Investigator" for this Project. For purposes of this policy, however, U.S. Pipe will assume that any references to a "Principal Investigator" in the DOE Interim Conflict of Interest Policy can be fairly understood as referring to U.S. Pipe's Executive Sponsor of the Project, Carlos Da Silva.

- *Manage* means taking action to address a financial conflict of interest, which can include mitigating or eliminating the conflict of interest, to ensure, to the extent possible, that the purpose, design, conduct, and reporting of the Project will be free from bias.

- *Organizational Conflict Of Interest* means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, U.S. Pipe is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

- *Potential conflict of interest* exists when an impartial observer reasonably believes that actual or apparent past, present, or currently planned interests could constitute a conflict of interest with the Project.

- *The Project* means OCED Award # DE-CD0000086, Alabama Works Conversion to Induction Melting.

- *Senior/Key Personnel* means U.S. Pipe's Executive Sponsor of the Project, Carlos Da Silva, and any other person who significantly influences the design, conduct, or reporting of a project funded under a DOE award; and any other person identified as senior/key personnel by U.S. Pipe in the application for financial assistance, approved budget, progress report, or any other report submitted to the DOE by U.S. Pipe under this Policy.

C. Financial Conflicts of Interest

An FCOI exists where a Covered Personnel (or their spouse or dependent children): ***(1)*** has a significant financial interest, ***(2)*** that is related to the Project, and ***(3)*** that could directly and significantly affect the Project.

A ***significant financial interest*** means a financial interest of Covered Personnel, or of the Covered Personnel's spouse or dependent children, that reasonably appears to be related to the Covered Personnel's U.S. Pipe responsibilities and consists of one or more of the following interests:

- From a Publicly traded entity: Remuneration (e.g., consulting fees, honoraria, paid authorship etc.) received in the twelve months preceding the disclosure and the value of any equity interest (stock, stock option, or other ownership interest) in the entity as of the date of disclosure, which when aggregated, is > $5,000.

- From a Non-publicly traded entity: Remuneration (e.g., consulting fees, honoraria, paid authorship etc.) received in the twelve months preceding the disclosure, which when aggregated, is > $5,000; or any equity interest (stock, stock option, or other ownership interest etc.) as of the date of the disclosure.

- Intellectual property (IP) rights and interests: Receipt of income (of any value) from IP rights and interests (e.g., patents, copyrights).[2]

[2] Significant financial interest does <u>not</u> include: (1) salary, royalties, or other money paid by U.S. Pipe to the Covered Personnel if the Covered Personnel is currently employed by U.S. Pipe, including intellectual property rights assigned to U.S. Pipe and agreements to share in royalties related to such rights; (2)
(continued…)

A financial interest is ***related to the Project*** where U.S. Pipe's Designated Official (identified below) reasonably determines that the significant financial interest could affect or be affected by the Project or involves an entity whose financial interest could affect or be affected by the Project.

To constitute an FCOI, U.S. Pipe must also reasonably determine that the significant financial interest related to the Project ***could directly and significantly affect*** the purpose, design, conduct, or reporting of the Project. Although this is a fact-specific determination, such financial interests may arise from the following circumstances:

- Direct or indirect compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- Other employment or financial relationships, including seeking or negotiating for prospective employment or business;
- Services provided in exchange for honorariums or travel expense reimbursements;
- Research funding or other forms of research support;
- Ownership or investment in the form of stock or bond ownership or partnership interest (excluding income from mutual funds and retirement accounts);
- Real estate investments;
- Patents, copyrights, and other intellectual property interests;
- Business ownership and investment interests; or
- Gifts or favors, including travel.

Covered Personnel must disclose any reimbursed or sponsored travel related to their U.S. Pipe responsibilities, except for any travel reimbursed or sponsored by a government agency, domestic institute of higher education, or domestic research institute affiliated with a domestic institute of higher education.

D. Responsibilities of U.S. Pipe

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income from investment vehicles (i.e., mutual funds and retirement accounts), as long as the Covered Personnel does not directly control the investment decisions made in these vehicles; (3) income from seminars, lectures, or teaching engagements sponsored by a government agency, domestic institute of higher education, or domestic research institute affiliated with a domestic institute of higher education; or (4) income from service on advisory committees or review panels for a government agency, domestic institute of higher education, or domestic research institute affiliated with a domestic institute of higher education.

U.S. Pipe shall maintain this FCOI Policy and ensure that it remains up to date and accessible on U.S. Pipe's website. The Legal Department shall inform each Covered Personnel of the U.S. Pipe FCOI policy, the Covered Personnel's responsibilities regarding disclosure of significant financial interests, and of DOE's Interim COI Policy; and require each Covered Personnel to complete training before engaging in Project activities and thereafter on a recurring basis at least every four years.

The Legal Department will also provide a training on the FCOI Policy if: U.S. Pipe revises the FCOI policy or procedures in a manner that affects the requirements of Covered Personnel; any new Covered Personnel join the Project; or any Covered Personnel are found to have been not in compliance with the FCOI or management plan.

1. Subrecipients

U.S. Pipe will not be engaging any subrecipients for the Project. As such, U.S. Pipe will not be required to ensure that any Covered Personnel of its subrecipients comply with this policy.

2. Designated Official

U.S. Pipe has designated **U.S. Pipe's General Counsel** as the Designated Official to solicit and review disclosures of significant financial interests from each Covered Personnel who is planning to participate in, or is participating in, the Project. The Designated Official will be responsible for maintaining records relating to all Covered Personnel disclosures of financial interests, review of and response to such disclosures (whether or not a disclosure resulted in determination of an FCOI), and all actions taken under U.S. Pipe's FCOI policy. The Designated Official will have this responsibility for at least three years from the date of submission of the final expenditure report for the Project, pursuant to 2 CFR 200.334, unless otherwise specified in the individual award terms and conditions.

E. Significant Financial Interest Disclosure Statement

Each Covered Personnel planning to participate in the Project shall complete a Significant Financial Interest Disclosure Statement ("SFI Disclosure Statement") to disclose fully and completely their significant financial interests, as defined herein, prior to participating in the Project. For any newly hired Covered Personnel, the SFI Disclosure Statement shall be completed when they are hired. All Covered Personnel will update their SFI Disclosure Statements annually thereafter during the Project period of performance. Additionally, Covered Personnel shall also update their SFI Disclosure Statement within 30 days of discovering or acquiring (e.g., through purchase, marriage, or inheritance) a new significant financial interest. The SFI Disclosure Statements shall be provided to and reviewed by the Designated Official.

U.S. Pipe shall ensure that the financial and other information in SFI Disclosure Statements is held in confidence and disseminated within U.S. Pipe only on a need-to-know basis.

F. Procedures for Management and Reporting of Financial Conflicts of Interest

U.S. Pipe will generally follow the following procedures for management and reporting of FCOI.

1. Management

Prior to U.S. Pipe expending any funds under the Project, the Designated Official shall review all Covered Personnel disclosures of significant financial interests; determine whether any of them relate to the Project; determine whether an FCOI exists; and if so, develop and implement a management plan specifying the actions that have been / will be taken to manage the FCOI (FCOI Management Plan).

Additionally, the Designated Official shall conduct a similar review of significant financial interests and FCOI determination and, where necessary, develop and implement an FCOI Management Plan (a) within 60 days of any new Covered Personnel hires and (b) upon disclosure of a new or existing (but not previously disclosed or otherwise reviewed) significant financial interest by a Covered Personnel. The FCOI Management Plan will specify the actions that have been and will be taken to manage the FCOI going forward. The Designated Official shall monitor Covered Personnel compliance with all FCOI Management Plans on an ongoing basis until completion of the Project.

The types of actions that may be taken to manage FCOI include: modification of the Project plan; change of personnel or personnel responsibilities, or disqualification of personnel from participation in all or a portion of the Project; reduction or elimination of the financial interest (e.g., sale of an equity interest); or severance of relationship(s) that create FCOI.

2. Retrospective Reviews

If an FCOI is not identified or managed in a timely manner, within 120 days of determining a noncompliance with this FCOI policy, U.S. Pipe will conduct a retrospective review of the Covered Personnel's activities and the Project to determine whether any Project activity conducted during the period of noncompliance was biased in the purpose, design, conduct, or reporting.

The retrospective review will be documented with the following information:

- DOE award number;
- Project title;
- Name Appropriate U.S. Pipe Contact;
- Name of the Covered Personnel with the FCOI;
- Name of the entity with which the Covered Personnel has a financial conflict of interest;
- Reason(s) for the retrospective review;
- Detailed methodology used for the retrospective review (e.g., methodology of the review process, composition of the review panel, documents reviewed);
- Findings of the review; and
- Conclusions of the review.

Based on the results of the retrospective review, the Designated Official will update the previously submitted FCOI report, as described further below, and specify what actions will be taken to manage the FCOI prospectively.

If the Designated Official uncovers bias in the retrospective review, U.S. Pipe must (1) notify DOE OCED and (2) submit a mitigation report covering the key elements of the review, a description of the impact of the bias on the Project, and U.S. Pipe's plan of action or actions taken to eliminate or mitigate the effect of the bias (e.g., impact on the project; extent of harm done, including any qualitative and quantitative data to support any actual or future harm; analysis of whether the Project is salvageable).

3. Reporting

Prior to expending funds under the Project, U.S. Pipe shall report to DOE OCED any Covered Personnel's unmanaged or unmanageable FCOI.[3]

Upon request by DOE OCED, U.S. Pipe will provide a written response to any related questions within 5 business days, including the report elements described below, for any FCOI of its Senior/Key Personnel. In such written responses, U.S. Pipe will note that the information provided is current as of the date of the written response and is subject to updates (e.g., annually and within 60 days of identification of a new FCOI). The information provided in the written responses will remain available for at least three years from the date that the information was most recently updated.

Additionally, U.S. Pipe will provide FCOI reports (a) within 60 days of identification of a new FCOI of any Covered Person, and (b) at least annually of any FCOI previously reported to DOE OCED for the duration of the Project period, in accordance with the terms and conditions of the award. The annual FCOI reports will include the status of the FCOI, and if applicable, any changes to the management plan, and will specify whether the financial conflict is still being managed or if it remains unmanaged/unmanageable. Alternatively, the annual FCOI report will explain why the financial conflict no longer exists. U.S. Pipe will provide annual FCOI reports to DOE OCED for the duration of the Project in the time and manner required by the terms and conditions of the award.

U.S. Pipe further acknowledges that DOE may require it to submit all or some Covered Personnel disclosures of financial interests in certain circumstances (including but not limited to as part of monitoring U.S. Pipe's compliance with the DOE Interim COI Policy or otherwise set forth in 2 CFR 200, as amended by 2 CFR 910.)

4. Elements of FCOI Report

Each FCOI report will include:

- DOE award number;
- Name Appropriate U.S. Pipe Contact;

[3] If U.S. Pipe identifies an FCOI and eliminates it prior to expenditure of DOE-awarded funds, U.S. Pipe does not need to report that FCOI to DOE OCED in an FCOI report.

- Name of the Covered Personnel with the FCOI;
- Title and role of the Covered Personnel with respect to the Project;
- Name of the entity with which the Covered Personnel has an FCOI;
- Nature of any applicable financial interest (e.g., equity, consulting fee, travel reimbursement, honorarium) and/or applicable external relationships or activities;
- Value of any applicable financial interest (dollar ranges are permissible: $0-$4,999; $5,000-$9,999; $10,000-$19,999; amounts between $20,000-$100,000 by increments of $20,000; amounts above $100,000 by increments of $50,000), or a statement that the interest is one whose value cannot be readily determined through reference to public prices or other reasonable measures of fair market value;
- A description of how the financial interest relates to the Project and the basis for U.S. Pipe's determination that there is a conflict with the Project;
- For manageable conflicts: a description of the key elements of the FCOI Management Plan, including:
    - Role and principal duties of the conflicted Covered Personnel in the Project;
    - Conditions of the management plan;
    - How the management plan is designed to safeguard objectivity in the Project;
    - Confirmation of the Covered Personnel's agreement to the management plan;
    - How the management plan will be monitored to ensure Covered Personnel compliance; and
    - Other information as needed.

G. Organizational Conflicts of Interest

U.S. Pipe is committed to avoiding, neutralizing, or mitigating organizational conflicts of interest that affect its ability to act impartially in performing the Project, in accordance with 2 CFR 200.318(c). Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, U.S. Pipe is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

U.S. Pipe recognizes its obligation to disclose in writing any potential or actual organizational conflict of interest to DOE OCED prior to engaging in a procurement or transaction using DOE funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. With respect to the Project, U.S. Pipe will not engage in any procurements or transactions using DOE funds with its parent company, an affiliate, or a subsidiary organization, and as such, does not anticipate being required to disclose any potential or actual Organizational Conflicts of Interest to DOE OCED.

Nevertheless, U.S. Pipe will still take appropriate steps to recognize and avoid Organizational Conflicts of Interest. Specifically, U.S. Pipe will review all Covered Procurements and transactions using DOE funds to ensure they do not involve relationships with a parent company, affiliate, or subsidiary organization of U.S. Pipe in a manner that could affect U.S. Pipe's partiality, and will seek advice from DOE OCED or management if any such concerns arise during the Project.

H. Violations of Conflict of Interest Policy

If U.S. Pipe has reason to believe that any Covered Personnel has failed to disclose an actual or potential conflict of interest or otherwise violated this Policy, the company shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the Covered Personnel and making such further investigation as may be warranted in the circumstances, U.S. Pipe determines that the Covered Personnel has in fact failed to disclose an actual or possible conflict of interest or otherwise violated this Policy, the company shall take or direct appropriate disciplinary and corrective action, up to and including termination.

If the failure of Covered Personnel to comply with U.S. Pipe's FCOI policy or a management plan appears to have biased the purpose, design, conduct, or reporting of the Project, U.S. Pipe shall promptly notify DOE OCED of the failure to comply and of the corrective action taken or to be taken.

U.S. Pipe recognizes that DOE may inquire, at any time before, during, or after award, into any Covered Personnel's disclosure of financial interests and U.S. Pipe's review (including any retrospective review) of and response to such disclosure, regardless of whether U.S. Pipe determined that an FCOI existed. U.S. Pipe shall submit or permit on-site review by DOE OCED of all records pertinent to its compliance with the DOE Interim COI Policy.

U.S. Pipe Significant Financial Interest Disclosure Statement

I have received and carefully read the U.S. Pipe Conflict of Interest Policy and have considered both the literal expression of the Policy and its intent. By signing this affirmation of compliance, I hereby affirm that I understand and agree to comply with the U.S. Pipe Conflict of Interest Policy.

Except as may otherwise be indicated in this Significant Financial Interest Disclosure Statement or any attachments hereto, I hereby state that to the best of my knowledge, I do not have any significant financial interest that is related to the Project and that could directly and significantly affect the Project nor do my spouse or dependent children.

If any situation should arise in the future that I think may involve me, my spouse, or my dependent children in a financial conflict of interest, I will promptly and fully disclose the circumstances to the U.S. Pipe Legal Department.

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

_____

Signature

_____

Printed Name

_____

Employer

_____

Job Title

_____

Date

_____