



FEDERAL FLOW DOWN REQUIREMENTS RIDER

Note: Sila Nanotechnologies, Inc. (“**Client**” or “**Recipient**”) has been selected by the U.S. Department of Energy to receive a Grant (“**Award**”) under which some or all of this Agreement or Purchase Order will be funded. Notwithstanding anything to the contrary, for purposes of interpreting the following U.S. Department of Energy flow downs, you as Client’s service provider or vendor (“**Contractor**” for purposes of the Agreement, Purchase Order, and herein; defined at 2 CFR 200.331) shall not be construed as a construction contractor, or subrecipient nor prime recipient of Award funding nor shall the Agreement or any Purchase Order issued thereunder be construed as a construction contract or federally assisted construction contract as any of those terms are understood under the Code of Federal Regulations, the Federal Acquisition Regulations, Davis-Bacon and Related Acts, the Award, or the relevant Funding Opportunity Announcement.

To the extent that Client, as Recipient under the Award, must flow down any federal requirements to its Contractors to effectuate compliance with the Award, the following clauses shall apply:

1. Performance of Work in United States

A. Requirement

All work performed under the Award must be performed in the United States unless the Contracting Officer provides a waiver to the Recipient. This requirement does not apply to the purchase of supplies and equipment; however, the Contractor should make every effort to purchase supplies and equipment within the United States. Contractor agrees not to perform any work or source any supplies or equipment outside of the United States without the permission of Recipient. The Contractor must flow down this requirement to its own subcontractors and sub-suppliers.

B. Failure to Comply

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share regardless if the work is performed by the Recipient, subrecipients, vendors or other project partners. Contractor agrees that its performance of work outside of the United States without Recipient either receiving a waiver from the Contracting Officer or granting Contractor permission to do so may result in denial of compensation for such work.

C. Waiver for Work Outside the U.S.

All work performed under the Award must be performed in the United States. However, the Contracting Officer may approve the Recipient to perform a portion of the work outside the United States under limited circumstances. The Recipient must obtain a waiver from the Contracting Officer prior to conducting any work outside the U.S. To request a waiver, the Recipient must submit a written waiver request to the Contracting Officer, which includes the information as required in the FOA that the Award was selected under. Contractor agrees to provide Recipient with all reasonable support in Recipient’s waiver application and not to perform any such work outside of the United States until Recipient has received such waiver or has granted Contractor permission to proceed. Notwithstanding any provision to the contrary, partial or complete denial of Recipient’s waiver application shall not result in a denial of payment to Contractor for any such work performed so long as Recipient has granted permission to Contractor to perform such work outside of the United States.

D. For the rationale, the Recipient must demonstrate to the satisfaction of the Contracting Officer that the performance of work outside the United States would further the purposes of the FOA that the Award was selected under and is in the economic interests of the United States. The Contracting Officer may require additional information before considering such request. Contractor agrees to provide Recipient with all reasonable support in Recipient’s demonstration of the foregoing to the Contracting Officer.

E. Approved Waiver



Based on the waiver request and justification submitted by the Recipient *[how the waiver was submitted e.g., with the full application, via email, etc.]* dated *[insert date]*, DOE waived the requirements set forth in Term 8.A. “Performance of Work in the United States” for the following work to be performed at *[name of facility]* located in *[country: [insert the specific work and applicable task #]. [Insert any additional conditions applicable to the waiver, such as, time restrictions.]*.

- F. This authorization is specific to the project activities and locations described above. If the Recipient later intends to add to or modify the activities or locations as described above, those new activities/locations or modified activities/locations are not covered under this waiver approval unless and until the Contracting Officer provides written authorization on those additions or modifications. If the scope of work to be performed outside the United States, as described above substantially changes or increases, an additional waiver must be submitted by the Recipient and approved by the Contracting Officer. Should the Recipient elect to undertake activities or change locations prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities and such costs may not be recognized as allowable cost share. Upon becoming so aware, Contractor agrees to timely notify Recipient of any such additional or modified activities or locations so that Recipient may apply to the Contracting Officer for an additional waiver and Contractor agrees to provide Recipient with all reasonable support of the same. Contractor shall not perform such additional or modified activities without the permission of Recipient.

2. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

3. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures of Recipient, including but not limited to, requiring an individual or entity not participate in the Award, Purchase Order, or the Agreement and Contractor agrees to comply with such mitigation measures.

4. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractors are prohibited from the following:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

5. Environmental, Safety, and Health Performance of Work at DOE Facilities



With respect to the performance of any portion of the work under the Award which is performed at a DOE -owned or controlled site, the Contractor agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements, provide the foregoing to the Contractor, and Contractor shall act in compliance with the same.

The Contractor is required to apply this provision to its subcontractors and sub-suppliers.

6. Corporate Felony Conviction and Federal Tax Liability Assurances

This term applies to contractors that are organized as corporations. A corporation includes any entity that has filed articles of incorporation in any of the 50 states, the District of Columbia, or the various territories of the United States, but not foreign corporations. It includes both for-profit and non-profit organizations.

By entering into this Agreement or Purchase Order, the Contractor attests that its corporation has not been convicted of a felony criminal violation under Federal law in the 24 months preceding the date of signature.

The Contractor further attests that its corporation does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

7. Insolvency, Bankruptcy, or Receivership

- A.** The Contractor shall immediately, but no later than five days, notify Recipient of the occurrence of any of the following events: (1) the Contractor or the Contractor's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (2) the Contractor's consent to the institution of an involuntary case under the Bankruptcy Act against the Contractor or the Contractor's parent; (3) the filing of any similar proceeding for or against the Contractor or the Contractor's parent, or the Contractor's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Contractor, under any other applicable state or Federal law; or (4) the Contractor's insolvency due to its inability to pay debts generally as they become due.
- B.** Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of an event referenced in paragraph A; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by the Award.
- C.** Upon the occurrence of any of the four events described in paragraph A. of this term, DOE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the DOE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, DOE reserves the right to impose additional requirements, as needed, including (1) change of payment method; or (2) institute payment controls. Contractor agrees to abide by such additional requirements.
- D.** Failure of the Contractor to comply with this term may be considered a material noncompliance of this Purchase Order or Agreement by the Recipient.

8. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "**Export Controls.**" The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under the award, including subrecipient work.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.



Contractor agrees to abide by all Export Controls regulations currently in place and, upon becoming so aware, Contractor agrees to timely notify Recipient of any such violations and institute any such required corrective actions.

9. Fraud, Waste, and Abuse

Contractor agrees to provide all reasonable cooperation and assistance to Recipient regarding Recipient's obligations herein and, upon becoming so aware, will immediately report to Recipient any allegations of fraud, waste, abuse, or mismanagement.

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

10. Reporting, Tracking, and Segregation of Incurred Costs

Recipient intends that all payments that it makes under the Agreement or Purchase Order to Contractor will be funding that is committed under the Award. If any supplemental funding by Recipient to Contractor is not committed under the Award, Recipient will instruct Contractor on what types of work such supplemental funding shall apply, and Contractor shall track and report accordingly subject to the following clause:

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

11. Indemnity

The Contractor shall indemnify the U.S. Department of Energy and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

12. Audit

The U.S. Department of Energy has the right to audit Recipient for work performed under the Award and Contractor agrees to provide Recipient with all reasonable assistance in this regard, including the provision of such records and documentation as are required to determine program compliance pursuant to 2 CFR 200.501. Contractor is required to apply this provision to its subcontractors and sub-suppliers.

13. Intellectual Property

Contractor will comply with 2 CFR Part 910, Appendix A of Subpart D, Rights in Data - Programs Covered Under Special Data Statutes and 37 CFR Part 401.14 DOE Modified Patent Rights Clause. Contractor agrees that any inventions, trade secrets, or copyrightable works created under this Award shall be owned by Client regardless of



authorship; in the event that an assignment would be required to perfect Client's ownership of any intellectual property, Contractor agrees to assign such intellectual property to Client. In the case of any inventions, Contractor agrees to immediately notify Client once an invention is created. Contractor agrees to mark Client Proprietary & Confidential project documents with the correct markings.

14. Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

15. Domestic Preferences for Procurements

- A.** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B.** For purposes of this section:
 - (1) *"Produced in the United States"* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (2) *"Manufactured products"* means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

16. Federal Contracting Requirements

- A.** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- C.** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- D.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage

determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

17. Additional DOE Flow Downs



Contractor is required to be compliant with 2 CFR Part 200, 2 CFR Part 910, 10 CFR Part 600 to the extent they are expressly required to be flowed down or are applicable to a “Contractor” as defined by 2 CFR 200.331 providing engineering, procurement, and construction management services under a contract of the type, nature, and value of the Purchase Order. As a courtesy, the following CFR clauses are identified for ease of review; however, any errors or omissions in the list shall not limit Contractor’s obligations of compliance with the same. The sections marked “for informational purposes only” will not apply to Contractor but are provided so that Contractor may cooperate with Client in the event that information is requested by DOE.

2 CFR Part 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

- § 200.112 Conflict of interest.
- § 200.113 Mandatory disclosures.

Subpart D—Post Federal Award Requirements - *(For informational purposes only - this applies to Client)*

- § 200.313 Equipment.
- § 200.316 Property trust relationship.
- § 200.319 Competition.
- § 200.320 Methods of procurement to be followed.
- § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- § 200.322 Domestic preferences for procurements.
- § 200.323 Procurement of recovered materials.
- § 200.324 Contract cost and price.
- § 200.325 Federal awarding agency or pass-through entity review.
- § 200.327 Contract provisions.
- § 200.328 Financial reporting.
- § 200.329 Monitoring and reporting program performance.
- § 200.331 Subrecipient and contractor determinations.
- § 200.334 Retention requirements for records.
- § 200.335 Requests for transfer of records.
- § 200.336 Methods for collection, transmission, and storage of information.
- § 200.337 Access to records.
- § 200.338 Restrictions on public access to records.
- § 200.339 Remedies for noncompliance.
- § 200.344 Closeout.
- § 200.345 Post-closeout adjustments and continuing responsibilities.

Appendix II to Part 200 —Contract Provisions for Non-Federal Entity Contracts Under Federal Awards applies.

10 CFR Part 600—FINANCIAL ASSISTANCE RULES

Appendix A to Part 600—Generally Applicable Requirements (For informational purposes)

Socioeconomic Policy Requirements

Nondiscrimination in Federally Assisted Programs, 10 CFR part 1040 (45 FR 40514, June 13, 1980), as proposed to be amended by 46 FR 49546 (October 6, 1981).

Nondiscrimination Provisions in Federally Assisted Construction Contracts, Part III of Executive Order 11246 (September 24, 1965), 3 CFR 1964—65 Comp., p. 345.

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. 4581).

Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. 1174).

Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151 et seq.).

National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321 et seq.), 40 CFR part 1500, as implemented by (45 FR 20694, March 28, 1980).

Sec. 306, Clean Air Act, as amended (42 U.S.C. 7606c).



Sec. 508, Federal Water Pollution Control Act of 1972 (33 U.S.C. 1251 et seq.); Executive Order 11738, September 12, 1973.

Title XIV, Public Health Service Act, as amended (42 U.S.C. 300f—et seq.).

Sec. 102(a), Flood Disaster Protection Act of 1973 (Pub. L. 93-234, 87 Stat. 975).

10 CFR part 1022, “Protection of Wetlands and Floodplains.”

Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.).

Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1451 et seq.) (15 CFR part 930).

Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.).

Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.).

Sec. 106, National Historic Preservation Act of 1966, as amended (16 U.S.C. 470f); Executive Order 11593, “Protection and Enhancement of the Cultural Environment,” May 13, 1971, 3 CFR 1971 Comp., p. 154;

Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469 et seq.); Protection of Historic and Cultural Properties, 36 CFR part 800.

Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271 et seq.).

Protection of Human Subjects, 10 CFR part 745.

Federal Laboratory Animal Welfare Act (7 U.S.C. 2131 et seq.) (9 CFR parts 1, 2, and 3).

Lead-Based Paint Prohibition (42 U.S.C. 4831(b)).

Sec. 7(b), Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)).

Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) (46 CFR § 381.7).

International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 1517).