

REQUEST FOR PROPOSALS

TECHNICAL ASSISTANCE FOR THE

BULGARIA: SMALL MODULAR REACTOR STUDY

Submission Deadline: **12:00 PM EDT**
19:00 PM EET, UTC+2
Sofia, Bulgaria
March 9th, 2026

Submission Place: delovodstvo@bgenh.com

ELECTRONIC proposals shall be clearly marked and received prior to the time and date specified above. Proposals received after said time and date shall not be accepted.

REQUEST FOR PROPOSALS

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Section 1: INTRODUCTION

The U.S. Trade and Development Agency (USTDA) has provided a grant in the amount of U.S. \$1,164,213 to Bulgarian Energy Holding EAD (the “Grantee” or “BEH”) in accordance with a grant agreement dated December 13, 2024 (the “Grant Agreement”). The grant will fund the cost of services required in connection with the delivery of Technical Assistance (the "TA") related to the proposed deployment of one or more small modular reactor nuclear power plants (the "Project") located in the Republic of Bulgaria ("Bulgaria" or the "Host Country"). The Grant Agreement is attached as Appendix 3 for reference. The Grantee is soliciting technical proposals from qualified U.S. firms to provide expert consulting services to perform the TA.

1.1 BACKGROUND SUMMARY

Bulgaria aims to expand its nuclear energy capabilities, in order to remain a regional leader in electricity production and export. BEH is a state-owned energy company in Bulgaria that is the holding company for a group of companies and affiliates engaged in Bulgaria's electricity and gas market. BEH ultimately owns most of Bulgaria’s power generation assets, including the Kozloduy Nuclear Power Plant (“NPP”). In addition to building new conventional reactors at Kozloduy NPP, Bulgaria is considering investing in small modular reactors (“SMR”).

Portions of a background Definitional Mission are provided for reference in Appendix 2.

1.2 OBJECTIVE

The Technical Assistance is designed to provide a detailed assessment of specific U.S. SMR designs and vendors of interest to BEH to inform their decision on their preferred partner for implementing a SMR NPP in Bulgaria. The Technical Assistance would include an examination of potential viable sites for the deployment of SMR technologies. The Technical Assistance would also develop a roadmap to Project implementation, including detailing an overall approach to funding and financing the SMR Project, assessing the technical and financial viability of the SMR Project, proposing a commercial framework and offtake approach, as well as a procurement strategy that takes into account European Union law.

The Terms of Reference (TOR) for this Technical Assistance are included as Annex I to the Grant Agreement, attached as Appendix 3 to this RFP.

1.3 PROPOSALS TO BE SUBMITTED

The Grantee is soliciting technical proposals from which it will select a qualified U.S. firm to perform the TA. The administrative and technical requirements as detailed throughout the Request for Proposals (RFP) will apply. Specific proposal format and content requirements are detailed in Section 3.

The amount for the contract has been established by a USTDA grant of U.S. \$1,164,213. The USTDA grant of U.S. \$1,164,213 is a fixed amount. Accordingly, cost will not be a factor in the evaluation and therefore, cost proposals should not be submitted. Upon detailed evaluation of technical proposals, the Grantee shall select one firm for contract negotiations.

1.4 CONTRACT FUNDED BY USTDA

In accordance with the terms and conditions of the Grant Agreement, USTDA has provided a grant in the amount of U.S. \$1,164,213 to the Grantee. The funding provided under the Grant Agreement shall be used to fund the costs of the contract between the Grantee and the U.S. firm selected by the Grantee to perform the TOR. The contract must include certain USTDA Mandatory Contract Clauses relating to nationality, taxes, payment, reporting, and other matters. The USTDA nationality requirements and the USTDA Mandatory Contract Clauses are contained in Annex II of the Grant Agreement, attached as Appendix 3 to this RFP. In no event will the amounts contributed by USTDA for the Technical Assistance exceed the amount of the Grant Funds. Payment to the Contractor selected will be made directly by USTDA on behalf of the Grantee with the Grant Funds provided under this Grant Agreement.

Appendix 4 contains the Reference Task Values (as defined in Appendix 4) that would be utilized by USTDA in the event of an amendment to or termination of the contract. In the event that (i) the Contract Parties amend the Terms of Reference in accordance with the terms and provisions of the contract, the Reference Task Values may be subject to reasonable and appropriate adjustments to reflect the change in value of one or more Tasks thereunder, subject to USTDA written approval, and in the event that (ii) the Contract and/or the Activity is terminated prior to completion of all Tasks under the Terms of Reference, or work under the Contract and/or Activity is otherwise not fully completed, USTDA may utilize the Reference Task Values to estimate the value of the work performed by the Contractor under the Terms of Reference prior to such termination or other date as specified by USTDA. To be clear, the Contractor is not required to adhere to these Reference Task Values in completing the work and does not need to seek approval from USTDA for deviations in estimated or actual costs. These Reference Task Values are provided simply because USTDA may refer to them in the event of either of the two (2) circumstances noted above.

Section 2: INSTRUCTIONS TO OFFERORS

2.1 PROJECT TITLE

The project is called Bulgaria: Technical Assistance: Small Modular Reactor Study.

2.2 DEFINITIONS

Please note the following definitions of terms as used in this RFP.

The term "Request for Proposals" means this solicitation of a formal technical proposal, including qualifications statement.

The term "Offeror" means the U.S. firm, including any and all subcontractors, which responds to the RFP and submits a formal proposal and which may or may not be successful in being awarded this procurement.

2.3 DEFINITIONAL MISSION REPORT

USTDA sponsored a Definitional Mission to address technical, financial, sociopolitical, environmental and other aspects of the proposed project. Portions of the report are attached at Appendix 2 for background information only. Please note that the final and authoritative TOR referenced in the report are included as Annex I to the Grant Agreement, attached as Appendix 3 to this RFP.

2.4 EXAMINATION OF DOCUMENTS

Offerors should carefully examine this RFP. It will be assumed that Offerors have done such inspection and that through examinations, inquiries and investigation they have become familiarized with local conditions and the nature of problems to be solved during the execution of the TA.

Offerors shall address all items as specified in this RFP. Failure to adhere to this format may disqualify an Offeror from further consideration.

Submission of a proposal shall constitute evidence that the Offeror has made all the above mentioned examinations and investigations, and is free of any uncertainty with respect to conditions which would affect the execution and completion of the TA.

2.5 PROJECT FUNDING SOURCE

The Technical Assistance will be funded under a grant from USTDA. The total amount of the grant is not to exceed U.S. \$1,164,213.

2.6 RESPONSIBILITY FOR COSTS

Offeror shall be fully responsible for all costs incurred in the development and submission of the proposal. Neither USTDA nor the Grantee assumes any obligation as a result of the issuance of this RFP, the preparation or submission of a proposal by an Offeror, the evaluation of proposals, final selection or negotiation of a contract.

2.7 TAXES

Offerors should submit proposals that note that in accordance with the USTDA Mandatory Contract Clauses, USTDA grant funds shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country.

2.8 CONFIDENTIALITY

The Grantee will preserve the confidentiality of any business proprietary or confidential information submitted by the Offeror, which is clearly designated as such by the Offeror, to the extent permitted by the laws of the Host Country.

2.9 ECONOMY OF PROPOSALS

Proposal documents should be prepared simply and economically, providing a comprehensive yet concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

2.10 OFFEROR CERTIFICATIONS

The Offeror shall certify (a) that its proposal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with, and agreement of, any undisclosed group, association, organization, or corporation; (b) that it has not directly or indirectly induced or solicited any other Offeror to put in a false proposal; (c) that it has not solicited or induced any other person, firm, or corporation to refrain from submitting a proposal; and (d) that it has not sought by collusion to obtain for itself any advantage over any other Offeror or over the Grantee or USTDA or any employee thereof.

2.11 CONDITIONS REQUIRED FOR PARTICIPATION

Only U.S. firms are eligible to participate in this tender. However, U.S. firms may utilize subcontractors from the Host Country for up to 30 percent of the amount of the USTDA grant for specific services from the TOR identified in the subcontract. USTDA's nationality requirements, including definitions, are detailed in the Grant Agreement in Appendix 3.

2.12 LANGUAGE OF PROPOSAL

All proposal documents shall be prepared and submitted in English, and only English.

2.13 PROPOSAL SUBMISSION REQUIREMENTS

Proposals shall be submitted exclusively in electronic form, via e-mail attachment(s) to delovodstvo@bgenh.com. Electronic copies (in English, PDF files preferred) of your proposal must be received at the above e-mail address no later than 12:00 PM EDT (19:00 EET local time in Sofia, Bulgaria) on March 9th, 2026. Offerors shall not use file hosting services or external links for electronic submission. The maximum attachment size is 50 MB, so if the files are larger than 50 MB, please send multiple e-mails.

2.14 LABELING

Proposals submitted electronically must be clearly labeled, including the contact name and the name of the project.

2.15 OFFEROR'S AUTHORIZED NEGOTIATOR

The Offeror must provide the name, title, address, telephone number, e-mail address and fax number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the Offeror and its subcontractors, if any.

2.16 AUTHORIZED SIGNATURE

The proposal must contain the signature of a duly authorized officer or agent of the Offeror empowered with the right to bind the Offeror.

2.17 EFFECTIVE PERIOD OF PROPOSAL

The proposal shall be binding upon the Offeror for 100 days after the proposal due date, and Offeror may withdraw or modify this proposal at any time prior to the due date upon written request, signed in the same manner and by the same person who signed the original proposal.

2.18 EXCEPTIONS

All Offerors agree by their response to this RFP announcement to abide by the procedures set forth herein. No exceptions shall be permitted.

2.19 OFFEROR QUALIFICATIONS

As provided in Section 3, Offerors shall submit evidence that they have relevant past experience and have previously delivered advisory, Technical Assistance and/or other services similar to those required in the TOR, as applicable.

2.20 RIGHT TO REJECT PROPOSALS

The Grantee reserves the right to reject any and all proposals.

2.21 PRIME CONTRACTOR RESPONSIBILITY

Offerors have the option of subcontracting parts of the services they propose. The Offeror's proposal must include a description of any anticipated subcontracting arrangements, including the name, address, and qualifications of any subcontractors. USTDA nationality provisions apply to the use of subcontractors and are set forth in detail in Annex II of the Grant Agreement, attached as Appendix 3 to this RFP. The successful Offeror shall cause appropriate provisions of its contract, including USTDA Mandatory Contract Clauses, to be inserted in any subcontract funded or partially funded by USTDA grant funds.

2.22 AWARD

The Grantee shall make an award resulting from this RFP to the best qualified Offeror, on the basis of the evaluation factors set forth herein. The Grantee reserves the right to reject any and all proposals received.

2.23 COMPLETE SERVICES

The successful Offeror shall be required to (a) provide local transportation, office space and secretarial support required to perform the TOR if such support is not provided by the Grantee; (b) provide and perform all necessary labor, supervision and services; and (c) in accordance with best technical and business practice, and in accordance with the requirements, stipulations, provisions and conditions of this RFP and the resultant contract, execute and complete the TOR to the satisfaction of the Grantee and USTDA. By submitting a proposal, the Offeror understands and agrees that (i) the Terms of Reference in Annex I to the Grant Agreement (included herein in Appendix 3) must be completed as written; (2) the Offeror is responsible for completing the Terms of Reference as written; and (3) the Offeror has the capacity to fully complete the Terms of Reference. Per the terms of the contract, any modifications to the Terms of Reference are only valid if both the Grantee and USTDA pre-approve the changes in writing.

2.24 INVOICING AND PAYMENT

Deliverables under the contract shall be delivered on a schedule to be agreed upon in a contract with the Grantee. The Contractor may submit invoices to the designated Grantee Project Director in accordance with a schedule to be negotiated and included in the contract. After the Grantee's approval of each deliverable and associated invoice, the Grantee will forward the invoice to USTDA. Upon receipt of a valid, Grantee-approved invoice, USTDA shall make its disbursement of the grant funds directly to the U.S. firm in the United States. USTDA's receipt and processing of the invoice does not constitute approval, validation or endorsement by USTDA of the deliverable(s). Payment by USTDA also does not constitute approval or endorsement of the quality of work performed by the Contractor or Subcontractors, or confirmation or agreement by USTDA that the work was performed in accordance with the terms and conditions of the contract, the Terms of Reference for the Technical Assistance or the USTDA Mandatory Contract Clauses. USTDA reserves the right to audit the books, records, and other documentation for the Technical Assistance as described in USTDA's Mandatory Contract Clauses to the Contract. USTDA may require additional information, such as deliverables, before remitting payment. The last payment shall not be disbursed until the Final Report is approved by the Grantee and USTDA. All payments by USTDA under the Grant Agreement will be made in U.S. currency. Detailed provisions with respect to invoicing and disbursement of grant funds are set forth in the USTDA Mandatory Contract Clauses, Annex II of the Grant Agreement, attached as Appendix 3 to this RFP.

Section 3: PROPOSAL FORMAT AND CONTENT

To expedite proposal review and evaluation, and to assure that each proposal receives the same orderly review, all proposals must follow the format described in this section.

Proposal sections and pages shall be appropriately numbered and the proposal shall include a Table of Contents. Offerors are encouraged to submit concise and clear responses to the RFP. Proposals shall contain all elements of information requested without exception. Instructions regarding the required scope and content are given in this section. The Grantee reserves the right to include any part of the selected proposal in the final contract.

The proposal shall consist of a technical proposal only. A cost proposal is not required because the amount for the contract has been established by a USTDA grant of U.S. \$1,164,213, which is a fixed amount.

Each proposal must include the following:

- Transmittal Letter,
- Cover/Title Page,
- Table of Contents,
- Executive Summary,
- Firm Background Information,
- U.S. Firm Information Form,
- Organizational Structure, Management Plan and Key Personnel,
- Technical Approach and Work Plan, and
- Experience and Qualifications.

Detailed requirements and directions for the preparation of the proposal are presented below.

3.1 EXECUTIVE SUMMARY

An Executive Summary should be prepared describing the major elements of the proposal, including any conclusions, assumptions, and general recommendations the Offeror desires to make. Offerors are requested to make every effort to limit the length of the Executive Summary to no more than five (5) pages.

3.2 FIRM BACKGROUND INFORMATION

The Offeror shall provide background information on the U.S. firm and any subcontractors, which may include company name, type of business structure, ownership/management team, location, company history, mission statement, products and services offered, objectives and a vision statement.

3.3 ORGANIZATIONAL STRUCTURE, MANAGEMENT PLAN, AND KEY PERSONNEL

Describe the Offeror's proposed project organizational structure. Discuss how the project will be managed including the principal and key staff assignments for this Technical Assistance. Identify the Project Manager who will be the individual responsible for this project. The Project Manager shall have the responsibility and authority to act on behalf of the Offeror in all matters related to the Technical Assistance.

Provide a listing of personnel (including subcontractors) to be engaged in the project, including both U.S. and local subcontractors, with the following information for key staff: position in the project; pertinent experience, curriculum vitae; other relevant information. If subcontractors are to be used, the Offeror shall describe the organizational relationship, if any, between the Offeror and the subcontractor.

A workforce schedule and the level of effort for the project period, by activities and tasks, as detailed under the Technical Approach and Work Plan shall be submitted. A statement confirming the availability of the proposed project manager and key staff over the duration of the project must be included in the proposal.

3.4 TECHNICAL APPROACH AND WORK PLAN

Describe in detail the proposed Technical Approach and Work Plan (the "Work Plan"). Discuss the Offeror's methodology for completing the project requirements. Include a brief narrative of the Offeror's methodology for completing the tasks within each activity series. Begin with the information gathering phase and continue through delivery and approval of all required reports.

Prepare a detailed schedule of performance that describes all activities and tasks within the Work Plan, including periodic reporting or review points, incremental delivery dates, and other project milestones.

Based on the Work Plan, and previous project experience, describe any support that the Offeror will require from the Grantee. Detail the amount of staff time required by the Grantee or other participating agencies and any work space or facilities needed to complete the Technical Assistance.

3.5 EXPERIENCE AND QUALIFICATIONS

Provide a discussion of the Offeror's experience and qualifications that are relevant to the objectives and TOR for the Technical Assistance. If a subcontractor(s) is being used, similar information must be provided for the prime and each subcontractor firm proposed for the project. The Offeror shall provide information with respect to relevant experience and qualifications of key staff proposed. The Offeror shall include letters of commitment from the individuals proposed confirming their availability for contract performance.

As many as possible but not more than six (6) relevant and verifiable project references must be provided for each of the Offeror and any subcontractor, including the following information:

- Project name,
- Name and address of client (indicate if joint venture),
- Client contact person (name/ position/ current phone and fax numbers),
- Period of Contract,
- Description of services provided,
- Dollar amount of Contract, and
- Status and comments.

Offerors are strongly encouraged to include in their experience summary primarily those projects that are similar to the Technical Assistance as described in this RFP. USTDA strongly encourages the grantee to check each reference for the applicant.

3.6 SUBMISSION OF RFP QUESTIONS

Prospective Offerors may submit questions related to the content of this RFP to: RFP@ustda.gov. The deadline for submitting questions shall be February 20th, 3:00PM, EDT. The email subject line must read: "RFP Question: Bulgaria: Technical Assistance: Small Modular Reactor Study; USTDA Activity Number 2025-21001A." Questions received by any other means shall not be accepted.

Section 4: AWARD CRITERIA

Individual proposals will be initially evaluated by a Procurement Selection Committee of representatives from the Grantee. The Committee will then conduct a final evaluation and completion of ranking of qualified Offerors. The Grantee will notify USTDA of the best qualified Offeror, and USTDA shall review the submission and qualifications of the Offeror to ensure compliance with USTDA requirements. USTDA may object to a Contractor selected by a Grantee for a Grant Activity based on criteria provided in Appendix 5 of this RFP. If USTDA issues a no-objection letter, the Grantee shall promptly notify all Offerors of the award and negotiate a contract with the best qualified Offeror. If a satisfactory contract cannot be negotiated with the best qualified Offeror, negotiations will be formally terminated. Negotiations may then be undertaken with the second most qualified Offeror and so forth.

The selection of the Contractor will be based on the following criteria:

Criteria	Importance (points out of 100 total)
1. Prior experience on similar work scopes, with an emphasis on nuclear-specific experience and very recent SMR-specific experience.	45
2. Knowledge of the Bulgarian nuclear industry, experience in the Central and Eastern European region, and experience in the European Union.	15
3. Overall depth and breadth of project team.	10
4. Client references from prior work.	10
5. Cost to perform the TOR work.	10
6. The overall plan for executing the Technical Assistance scope of work.	10

Proposals that do not include all requested information shall be considered non-responsive.

Price will not be a factor in contractor selection.

APPENDIX 1

PROJECT SYNOPSIS

BULGARIA: TECHNICAL ASSISTANCE: SMALL MODULAR REACTOR STUDY

Bulgarian Energy Holding EAD (the “Grantee” or “BEH”) invites submission of qualifications and proposal data (collectively referred to as the "Proposal") from interested U.S. firms that are qualified on the basis of experience and capability to execute Technical Assistance (the “TA”) related to the proposed deployment of one or more small modular reactor nuclear power plants in the Republic of Bulgaria. The proposal submission deadline is March 9th, 2026. The U.S. firm selected will be paid in U.S. dollars from a \$1,164,213 grant to BEH from the U.S. Trade and Development Agency.

About the Grantee

BEH is a state-owned energy company in Bulgaria that is the holding company for a group of companies and affiliates engaged in Bulgaria's electricity and gas market. BEH ultimately owns most of Bulgaria’s power generation assets, including the Kozloduy Nuclear Power Plant (“NPP”). BEH also owns Bulgaria’s largest mining company, the electricity network, and gas transmission and transit networks, generating about 55% of the electricity in the country. BEH's mid-to-long-term strategy seeks to guarantee the security and the relative independence of Bulgaria's energy supply and to preserve and develop the specific advantages of the Bulgarian energy sector and its position in the regional and European energy markets.

Project Background

Bulgaria aims to expand its nuclear energy capabilities, in order to remain a regional leader in electricity production and export. In addition to building new conventional reactors at Kozloduy NPP, Bulgaria is considering investing in small modular reactors (“SMR”). BEH has held meetings and signed a memorandum of understanding with Fluor and NuScale to evaluate the potential for siting SMR power plants at the sites of retired coal-fired plants.

About the Technical Assistance

Overall, the Technical Assistance is designed to provide a detailed assessment of specific U.S. SMR designs and vendors of interest to BEH to inform their decision on their preferred partner for implementing a SMR NPP in Bulgaria. The Technical Assistance would also develop a roadmap to Project implementation, including detailing an overall approach to funding and financing the SMR Project, assessing the technical and financial viability of the SMR Project, proposing a commercial framework and offtake approach, as well as a procurement strategy that takes into account European Union law.

APPENDIX 2

PORTIONS OF BACKGROUND DEFINITIONAL MISSION REPORT

Executive Summary

This Report is the Initial Submission of the Business Confidential Analysis and Recommendation Report (the “Report”) prepared by Nuclear Economics Consulting Group (“NECG”) on the proposed Technical Assistance Study (the “TA,” or “Activity,” “TA Study,” or “SMR Study”) of potential SMR nuclear power plants in Bulgaria (the “Project” or the “SMR Project”).

A. Activity and Parties

This Activity will provide Bulgaria with a detailed assessment of U.S. SMR designs and vendors. This assessment is intended to support, along with other evaluations, an eventual Financial Investment Decision for a new SMR nuclear power plant in Bulgaria.

1. Activity

The proposed Activity to be funded by USTDA is a 12-month Technical Analysis study of selected U.S. SMR designs. The Grantee, Bulgaria Energy Holding, (“BEH”) has indicated that this SMR Study would be part of a broader feasibility study to evaluate Bulgaria's technical, financial, economic, legal, and regulatory requirements to invest in one or more SMR nuclear power plants.

2. Parties

The Parties to the proposed Activity include BEH, the Contractor, and other parties:

a. BEH

BEH is the Grantee.

BEH is a state-owned energy company in Bulgaria that is the holding company for a group of companies and affiliates engaged in Bulgaria's electricity and gas market. BEH owns most of Bulgaria’s power generation assets, including the Kozloduy Nuclear Power Plant, whose units 5 and 6 remain in operation and units 7 and 8 are being developed. BEH also owns Bulgaria’s largest mining company, the electricity network, and gas transmission and transit networks. It is the largest state-owned company in Bulgaria in terms of total assets.

BEH is the appropriate Grantee for the SMR Study as it would be the most likely entity to implement the SMR Project in Bulgaria.

b. U.S. Contractor

A U.S. Contractor will be selected to perform the Terms of Reference agreed to in the Grant Agreement, with the Activity scope of work converted into a Terms of Reference (“TOR”) during the full project report phase. Multiple U.S. companies would be appropriate for this role, including engineering and finance firms specializing in consulting for the nuclear industry. Depending upon the ultimate scope of the SMR Study, the U.S. Contractor may benefit from involving one or more subcontractors under the requirements and limitations imposed by USTDA.

BEH will select the Contractor to undertake the work in the TA TOR based on a competitive procurement process.

c. Other Parties

The Bulgarian government, including the Energy Ministry, will also be involved in this SMR Study. Involvement of the Energy Ministry and Bulgarian Nuclear Regulatory Agency will be

central to the successful deployment, operations, and oversight of SMR technology in Bulgaria; the Energy Ministry and the Kozloduy NPP – New Build team will serve as Internal Stakeholders participating in the Commencement Meeting and Final Presentation.

Depending upon the scope of the TOR that is ultimately agreed upon with the selected Contractor, the Contractor may need to engage with the Bulgarian Nuclear Regulatory Agency to complete TOR Tasks related to licensing and the ultimate Roadmap to FID.

B. Project Description

The SMR Project would involve deploying one or more SMR nuclear power plants in Bulgaria using U.S. SMR vendors and designs.

This SMR Project will be developed in the 2030s, and one or more SMR units will be operational by about 2040. SMR nuclear power plants will be developed and built to replace existing Bulgarian coal-fired power plants for additional generation capacity or alternate products (i.e., likely in combination with electricity production).

1. Potential U.S. Nuclear Technologies to be used in the Project

The SMR reactor designs that BEH initially selected for the SMR Study proposal are NuScale’s VOYGR, GEH’s BWRX-300, Holtec’s SMR-160/300, and the Westinghouse AP300 designs.

These SMR designs are based on Light Water Reactor (“LWR”) technology. The advantage of LWR reactors is that the safety case and regulatory review body of knowledge are extremely well-known in the U.S. and globally, as most existing nuclear power reactors use this technology. The use of LWR technology should mean that the safety licensing review of LWR SMRs will be faster and less expensive than the review of new and advanced reactor concepts, and the speed to market for LWR SMR designs should be quicker.

2. Interest of potential project financiers

NECG has had discussions with the Export-Import Bank of the United States (“EXIM”) and the U.S. International Development Finance Corporation (“DFC”) to gauge interest in Bulgaria’s nuclear sector. Neither institution has restrictions that are specific to Bulgaria. Both institutions also noted that, while the existence of an Intergovernmental Agreement (“IGA”) is not determinative of financing, it does create institutional prioritization.

EXIM has a long history of financing nuclear power projects in multiple international jurisdictions, supporting U.S. nuclear technology vendors and service providers. On the other hand, the DFC only recently (i.e., in 2020) changed its internal nuclear sector policies to allow support for nuclear power projects and has less institutional knowledge of the nuclear power industry. Despite this experience and general interest in the nuclear sector, neither institution has financed the procurement or construction of an SMR project. However, given the IGA, both entities would likely consider reviewing an SMR project at the appropriate time. We note that EXIM and DFC have issued Letters of Interest for NuScale’s project in Romania, and EXIM has also provided an Engineering Multiplier Loan to that project.

The ability to finance an SMR nuclear power project in Bulgaria should be viewed in the context of multiple phases:

- Development Phase - before Final Investment Decision (“FID”) and Financial Close;
- Construction Phase - after Financial Close and the commencement of construction until Commercial Operations Date; and,
- Operations Phase – to assess the potential for refinancing with long-term, institutional funding once the project has demonstrated the ability to generate the expected revenue streams.

3. Technical Viability and Commercially Availability

SMR technologies are being commercialized in the U.S., as discussed in the List of SMR Designs & Vendors Section. These commercialization efforts have largely been assisted by U.S. government funding. Following an Initial Public Offering (“IPO”) in May 2022, NuScale, under the symbol SMR, began trading on the NASDAQ exchange and has managed to raise funding in that manner.

Several U.S. SMR vendors have made, or are in the process of making, formal license applications to the NRC for a reactor design safety review that will lead to a Design Certification and Combined License (“COL”) (i.e., under Part 52), a Construction License (i.e., under Part 50), or a similar license in the new Part 53 being developed.

NECG notes that some of the designs included in the SMR Study are proceeding with nuclear safety regulatory reviews in other countries (e.g., Canada and the UK) and that Bulgaria may be able to draw upon these reviews in addition to U.S. NRC reviews.

NECG notes that this ramping up of regulatory interaction is positive and is indicative that U.S. SMR designs are moving closer to commercial implementation. The decision to begin a detailed nuclear safety review and license application is usually undertaken when a commercial customer is in the wings or is a visible participant. NECG expects that one or more U.S. SMR projects will receive nuclear regulatory approval in the next decade and be built and placed into commercial operation.

The technical and commercial assessment of an SMR Design/Vendor should focus on several key factors:

- What is the licensing status of the technology, including whether the initial licensing process is in a country with an experienced, respected nuclear safety regulator (e.g., U.S., Canada, UK, France, Japan, Korea, Finland)?
- Is there a first project at a commercial scale in development?
- Is there a site license or a formal application for a site license?
- Has the SMR vendor identified the owner of the first project?
- Does the SMR reactor vendor have an operating partner for the first project?
- Does the SMR reactor vendor have a strategy for international operating partners and overall operational readiness internationally?
- Does the reactor vendor have a construction partner and delivery model for the first project using the design?
- Does the reactor vendor have a supply chain that is being established?
- Is the reactor vendor adequately capitalized and staffed?
 - What other SMR projects does the reactor vendor have in credible development?

a. Host Country and Stakeholders

The host country is Bulgaria. Key Stakeholders include:

- Ministry of Energy – Included as an Internal Stakeholder in the TA TOR; will likely have a key role in the investment decision for SMR Project.
- Ministry of Environment and Water – Environmental issues related to an SMR construction permit; Contractor may engage in the TA TOR if public documents are not sufficient; any future SMR Project will need to obtain permits and licenses.
- Ministry of Finance, including the Treasury Directorate – Will have a role in the investment decision for any future SMR Project; BEH (or other Bulgarian government entity established to own the SMR Project) will need approval for investment.
- Bulgarian Nuclear Regulatory Agency (“BNRA”) – Nuclear safety regulation for any future SMR Project; Contractor will rely primarily on public documents but may need to have discussions during the TA TOR.
- Bulgarian Atomic Forum (“BULATOM”) – May be a proponent for any future SMR Project and may provide support for public acceptance issues; BEH or Bulgarian government would interact with BULATOM.
- State Energy Regulatory Commission – Would provide guidance and decisions related to generation planning and transmission system enhancements; BEH or other Bulgarian government entity would engage at the appropriate time for any SMR Project development.
- Kozloduy – NPP New Build team – identified as an Internal Stakeholder in the TA TOR; provide expertise in nuclear new build and related issues; may be a key source of staffing for SMR Project development team.
- Various BEH affiliates, such as the national grid operator and the Bulgarian National Electricity Company - Would provide guidance and decisions related to generation planning and transmission system enhancements; BEH or other Bulgarian government entity would engage at the appropriate time for any SMR Project development.
- Entities involved in alternate products and the markets for those products (e.g., industrial companies using process heat and municipalities using district heating) – If and when BEH decides that an SMR Project would include one or more alternate products, BEH and the SMR vendor would need to interact with these entities.

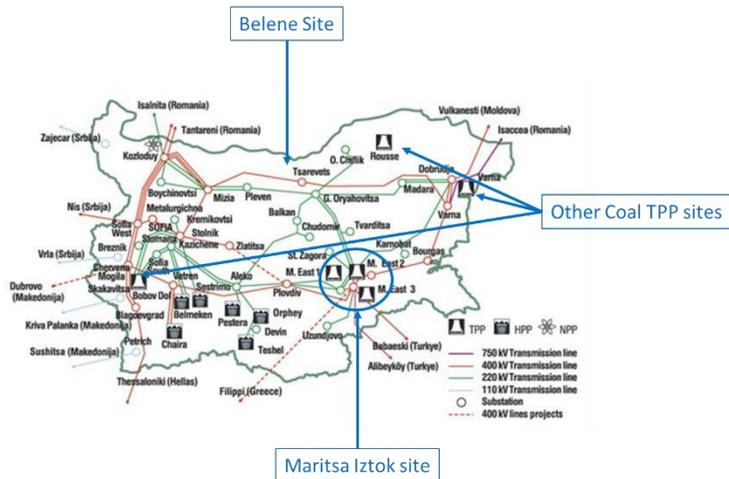
b. Project Sector

The SMR Projects will operate in the Bulgarian electricity sector. However, BEH has indicated an interest in SMR Projects that can provide alternate products, including heat energy and hydrogen. Such alternate products will likely indicate a role for SMR Projects in additional sectors of the economy. Some additional sector markets, such as hydrogen, are not yet defined or established, so the SMR Project’s reliance on revenue from these additional products will be uncertain.

EU requirements for lower-carbon production in multiple sectors may mean that the value of these alternate products based on clean nuclear power is high.

c. Potential Project locations

BEH has identified two potential SMR Project sites: the Maritsa Iztok coal-fired power plant complex and the Belene nuclear power plant site. The TA TOR includes an assessment of those two identified sites, along with up to three other sites identified by BEH (i.e., locations of other existing coal-fired power plant sites).



i. Maritsa Iztok

The Maritsa Iztok Complex in Bulgaria is the largest energy complex in South Eastern Europe. It consists of three lignite-fired thermal power stations located in a large lignite coal basin with mines, enrichment plants, a briquette plant, and a railway system. The development of the thermal power and mining complex at Maritsa Iztok began in 1952. The Maritsa Iztok mines and power plants are interdependent (i.e., the only market for coal is the power plants, and the power plant's only fuel source is the coal mines).

The Maritsa Iztok Complex is Bulgaria's largest source of CO₂ emissions, with 10.93 million metric tons emitted in 2022. The Maritsa Iztok Complex is the subject of ongoing litigation within Bulgaria and the EU related to previously granted emissions exemptions.

ii. Belene

The Belene site is at the abandoned Belene Nuclear Power Plant, 3 km from Belene in northern Bulgaria near the Danube River.

The Belene site has an area of 2,449,759 decares. The site is located in the land of the town of Belene (1,952,026 decares) and the land of the town of Svishtov (497,733 decares), 4 km east of the town of Belene and 11 km west of the town of Svishtov. The site's territory is surrounded by an external security fence along the entire perimeter, and it is under permanent armed guard. The main construction site, originally intended for the construction of 2 nuclear power units with a capacity of 1000 MW each, and the auxiliary bases and facilities intended for servicing the main construction are located on this territory, including the Main construction site, Assembly base, Warehouse base of the Investor, Construction base, Port of Belene (i.e., for handling general and bulk cargo), Industrial railway branch, and the Seismological and Meteorological Monitoring Systems.

APPENDIX 3

**USTDA GRANT AGREEMENT, INCLUDING TERMS OF REFERENCE AND
MANDATORY CONTRACT CLAUSES**



GRANT AGREEMENT

This Grant Agreement is entered into between the Government of the United States of America, acting through the U.S. Trade and Development Agency (“USTDA”), and Bulgarian Energy Holding EAD (“BEH” or the “Grantee”). USTDA and the Grantee are each referred to herein as a “Party”, and collectively as the “Parties”. USTDA agrees to provide to the Grantee subject to the terms and conditions of this Grant Agreement, one million, one hundred and sixty-four thousand, two hundred and thirteen United States Dollars (US\$1,164,213) (“Grant Funds”) to fund the cost of services required in connection with the delivery of technical assistance (the “Activity”) related to the proposed deployment of one or more small modular reactor nuclear power plants (the “Project”) located in the Republic of Bulgaria (“Bulgaria” or the “Host Country”).

1. USTDA Grant Funding

The Grant Funds to be provided by USTDA under this Grant Agreement shall be used to fund the costs of a contract between the Grantee and the U.S. firm to be selected by the Grantee (the “Contractor”) under which the Contractor will perform the Activity (the “Contract”). In no event will the amounts contributed by USTDA for the Activity exceed the amount of the Grant Funds.

2. Terms of Reference

The terms of reference for the Activity (the “Terms of Reference”) are attached as Annex I to this Grant Agreement and will involve assessing select U.S. SMR designs and comparing vendors, evaluating suitability of potential sites for SMR deployment, and developing a roadmap that outlines a path to Project implementation, including an overall approach to funding and financing the SMR Project. The Grantee shall include as Annex I to the Contract the Terms of Reference attached hereto as Annex I.

The Grantee acknowledges and understands that the Contractor’s performance of the Activity under the Contract must comply with the entirety of the Terms of Reference, and any modification of the Terms of Reference set forth in Annex I or deviation from their terms must be approved in writing by USTDA in accordance with the procedures for amendments or other modifications under the Contract. The Grantee acknowledges and understands that (i) the Contractor will be paid in accordance with the payment schedule set forth in the Contract, and will not be eligible for payment in respect of work under the Terms of Reference set forth in the Contract that the Contractor fails to perform, and (ii) any performance by the Contractor of work not included in, not in compliance with or inconsistent with the Terms of Reference will be ineligible for approval or payment, absent an amendment or other modification in accordance with such procedures.

Consequently, the Grantee shall not approve any Contractor work performed under the Contract that does not comply with or that otherwise is not in accordance with the Terms of Reference set forth in the Contract. The Grantee acknowledges and understands that any failure to obtain prior written approval from USTDA for any modifications or deviations from the Terms of Reference may result in forfeiture by the Contractor of payment for work performed that is not in compliance with the Terms of Reference and/or a significant delay in payment of the final Invoice (as defined below).

3. Standards of Conduct

USTDA and the Grantee recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, USTDA and the Grantee shall fully comply with all United States and Host Country laws relating to corruption or bribery, and shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery.

4. Grantee Responsibilities

The Grantee shall use its best efforts to (a) promptly reply to notices and other communications, requests for information and requests for approvals of Invoices or other documents submitted to it by the Contractor or USTDA, (b) provide reasonable support for the Contractor, such as local transportation, office space and secretarial support, and (c) promptly notify USTDA in the event that the Grantee (i) no longer seeks to pursue the Project or complete the Activity and/or (ii) would like to terminate this Grant Agreement or the Contract.

5. Contract Matters and USTDA's Rights as Financier

(A) Grantee Competitive Selection Procedures

Selection of the Contractor shall be carried out by the Grantee according to its established procedures for the competitive selection of contractors, with advance notice of the procurement published online both on the USTDA website and on the SAM.gov website. Upon request, the Grantee shall submit these contracting procedures and related documents to USTDA for information and/or acceptance.

(B) USTDA's Right to Object to Contractor Selection

The Grantee shall notify USTDA at the address of record set forth in Article 15 below upon selection of the Contractor to perform the Activity. USTDA shall then review the Grantee's selection of Contractor, and if USTDA does not object to Grantee's selection, USTDA shall so notify the Grantee by issuing a "no objection" letter. Upon receipt of USTDA's "no objection" letter, the Grantee shall (i) notify in writing the selected Contractor that its proposal has been accepted by the Grantee, and (ii) notify in writing the U.S. firms that submitted unsuccessful proposals to perform the Activity that they were not selected. The Grantee shall then use

commercially reasonable efforts to negotiate a Contract with the Contractor for the performance of the Activity.

(C) USTDA's Right to Approve Contract Between Grantee and Contractor

(1) Contract

USTDA will provide to the Grantee an electronic copy of USTDA's standard contract form, and the Grantee shall, in conjunction with the Contractor, utilize this standard contract form as the basis for drafting the Contract. Once the Contract has been negotiated between the Grantee and the Contractor, the Grantee shall transmit to USTDA (or shall request that the Contractor transmit to USTDA on the Grantee's behalf) a final negotiated draft version of the Contract in an editable electronic format for USTDA review at the email address set forth in Article 15 below. USTDA shall advise the Grantee and the Contractor as to whether the draft Contract is ready for execution, on the understanding that USTDA's approval may be contingent upon certain modifications being made to the Contract.

(2) Amendments and Assignments of the Contract

The Grantee acknowledges and understands that no amendment or other modification to the Contract (or any annex to the Contract) shall be valid unless formally agreed upon in a written instrument signed by the Grantee and the Contractor and approved by USTDA in a signed approval letter. The Grantee or the Contractor may submit any proposed amendment or other modification to the Contract, including any proposed amendment or other modification to any Contract annex, or any proposed assignment of the Contract, to USTDA for review and comment at the address set forth in Article 15 below.

(D) USTDA Not a Party to the Contract

The Parties understand and agree that USTDA as a financing entity reserves to itself certain rights under the Contract, including, but not limited to: (i) the right to approve the terms of the Contract and any amendments to the Contract, including assignments, the selection of the Contractor and all Subcontractors, the Terms of Reference, the Final Report, and any and all documents related to the Contract or any Subcontract funded under this Grant Agreement, (ii) the right to require the parties to the Contract to suspend performance of the Terms of Reference upon reasonable prior written notice to such parties, and, upon Contractor's receipt of such written notice, any further work performed in connection with the Terms of Reference will be at the Contractor's risk, (iii) the right to suspend disbursements of Grant Funds under Clause 3 of the Contract upon reasonable prior written notice to the parties to the Contract, and (iv) the right to demand, upon written notice to the Contractor, a refund from the Contractor of an appropriate amount of any Grant Funds that have been previously disbursed to the Contractor under Clause 3 of the Contract in the event that (a) the Contractor or any Subcontractor fails to comply with the Terms of Reference or the terms and conditions of the Contract (including the Mandatory Contract Clauses attached to the Contract), or (b) the Contract and/or the Activity is terminated, and the amount of Grant Funds disbursed to the Contractor prior to such termination exceeds the value of the work performed under the Contract in accordance with its terms, as determined by USTDA in its sole discretion.

The Parties further understand and agree that USTDA, in reserving any or all of the foregoing rights, has acted solely as a financing entity to ensure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these rights will be made as a financier in the course of funding the Activity and will not be construed as making USTDA a party to the Contract. The Parties understand and agree that USTDA may, from time to time, exercise the foregoing rights, or discuss matters related to these rights and the Project with the parties to the Contract or any Subcontract, jointly or separately, without thereby incurring any responsibility or liability, in contract, tort or otherwise, to such parties. Any approval or failure to approve by USTDA will not bar the Grantee or USTDA from asserting any right that it might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Grantee or USTDA.

The Grantee shall not sue or join any action seeking compensation from, and shall not participate in and shall withdraw from any action seeking compensation from, the Government of the United States of America, or any of its departments or agencies, arising in connection with the Activity.

(E) Grant Agreement Controlling

In the event of any inconsistency or conflict between the terms of this Grant Agreement and the terms of the Contract or any Subcontract funded by this Grant Agreement, the terms of this Grant Agreement will control.

(F) Subcontractors and Subcontracts

For purposes of this Grant Agreement, (a) the term “Subcontractor” means any individual, corporation, partnership or other legal entity having a contract, purchase order or other agreement, whether written or oral, with the Contractor for the performance of any part of the Activity, and (b) the term “Subcontract” means any such contract, purchase order or other agreement entered into between the Contractor and a Subcontractor.

6. Disbursement Procedures

(A) USTDA Approval of Contract Required

USTDA will make disbursements of Grant Funds directly to the Contractor only after USTDA approves the Grantee’s Contract with the Contractor.

(B) Contractor Invoice Requirements

For purposes of this Grant Agreement, the term “Invoice” means any invoice submitted (or to be submitted) to USTDA by either the Grantee or the Contractor for payment of Grant Funds. The Grantee shall not approve any Invoice submitted to it by the Contractor unless such Invoice, and all work performed by the Contractor (or any Subcontractor) in connection with such Invoice, complies with the Terms of Reference and the Mandatory Contract Clauses. Following review and approval by the Grantee of any Invoices submitted by the Contractor under the Contract, the

Grantee may request disbursement of funds by USTDA to the Contractor for performance of the Activity by submitting such approved Invoices in accordance with the procedures set forth in the Mandatory Contract Clauses.

7. Effective Date

The effective date of this Grant Agreement (the “Effective Date”) shall be the date of signature by both Parties or, if the Parties sign on different dates, the date of the last signature. In the event that only one signature is dated, such date shall constitute the Effective Date.

8. Activity Schedule

(A) Activity Completion Date

The Parties’ estimated completion date for the Activity is set forth in Clause K(1) of the Mandatory Contract Clauses.

(B) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise agree, (i) no Grant Funds may be disbursed under this Grant Agreement for goods and services which are provided prior to the Effective Date, and (ii) no Grant Funds may be disbursed other than during the period set forth in Clause K(2) of the Mandatory Contract Clauses.

9. USTDA Mandatory Contract Clauses

The USTDA Mandatory Contract Clauses (the “Mandatory Contract Clauses”) governing the Activity are attached as Annex II to this Grant Agreement. The Grantee shall include the Mandatory Contract Clauses as Annex II to the Contract. The Grantee shall use commercially reasonable efforts to ensure that the Contractor complies with the Mandatory Contract Clauses in all material respects and shall promptly notify USTDA of any breach of the Mandatory Contract Clauses on the part of the Contractor of which the Grantee becomes aware.

10. Nationality, Source and Origin

Except as USTDA may otherwise agree in writing, the following provisions shall govern the delivery of goods and professional services funded by Grant Funds under any Grant Agreement.

(A) All legal entities who perform any part of the Activity as the Contractor or a Subcontractor shall be U.S. Firms.

(B) All natural persons who perform any part of the Activity as the Contractor or a Subcontractor, or as an employee of the Contractor or of a Subcontractor, shall be either (i) U.S. citizens, or (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States.

- (C) Notwithstanding the provisions of Articles (A) and (B) above, up to thirty percent (30%) of the Grant Funds may be used to pay for work performed in connection with the Activity by:
- (1) any Subcontractor organized under the laws of either (i) the Host Country or (ii) any Target Country; and
 - (2) any natural person working as (a) a Subcontractor, or (b) an employee of the Contractor or of a Subcontractor, as long as such natural person is either (i) a citizen of the Host Country or a Target Country, or (ii) lawfully authorized to work, or admitted for permanent residence, in the Host Country or a Target Country.
- (D) Except for goods and services incidental to Activity support (*e.g.*, local lodging, food and transportation in the Host Country or a Target Country), goods purchased for the performance of the Activity and associated delivery services (*e.g.*, international transportation and insurance) shall have their nationality, source and origin in the United States.
- (E) “U.S. Firm” means either (1) or (2) below.
- (1) A private-sector for-profit legal entity or partnership organized under the laws of the United States, with its principal place of business in the United States, and which satisfies either (a) or (b) below.
 - (a) It is more than fifty percent (50%) owned or controlled by (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.
 - (b) It (i) has been organized under the laws of the United States for more than three years prior to either (x) the date on which the initial proposal in respect of the Activity is received by USTDA, or (y) the date on which the Contractor submits its bid in response to USTDA’s request for proposals in connection with the Activity, as applicable, (ii) has performed similar services in the United States for such three- year period, (iii) employs U.S. citizens in more than half of its permanent full-time positions in the U.S., and (iv) has the existing capability in the United States to perform the work in question.
 - (2) A nonprofit organization that is organized under the laws of the United States and managed by a governing body, a majority of whose members are (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.

- (F) “Target Country” means a country, other than the Host Country, (i) that is an integral part of the Project’s scope and (ii) whose local labor is required for work to be performed in connection with the Activity. A Project may have one or more Target Countries.

11. Taxes

The Grant Funds provided under this Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country, except for taxes of a *de minimis* nature imposed on local lodging, food, transportation or airport arrivals or departures or individual income taxes assessed on local Host Country staff (“Accepted Taxes”). The Grantee may not seek reimbursement from USTDA for any such taxes, tariffs, duties, fees or other levies, other than the Accepted Taxes, to the extent that the amounts of such Accepted Taxes are included on expense receipts maintained by the Contractor in accordance with Clause D of the Mandatory Contract Clauses.

12. USTDA Project Evaluation

The Parties shall cooperate to ensure that the purposes of this Grant Agreement are accomplished. For five (5) years following receipt by USTDA of the Final Report (the “Evaluation Period”), the Grantee agrees to respond to any reasonable inquiries from USTDA about the status of the Project. Inquiries may include, but are not limited to, (a) whether the Final Report recommendations have been or will be used to implement the Project, (b) the anticipated Project implementation timeline, (c) the likely sources of financing for the Project, and (d) the sources of procurements supporting implementation of the Project. In addition, the Grantee agrees to notify USTDA any time the Grantee selects a new primary contact person for the Project during the Evaluation Period.

13. Grantee Recordkeeping and Audit

The Grantee agrees to maintain books, records and other documents relating to the Activity, the Contract and this Grant Agreement adequate to demonstrate implementation of its responsibilities under this Grant Agreement and the Contract, including the selection of the Contractor and Subcontractors, receipt and approval of Contract deliverables and approval or disapproval of Invoices for payment by USTDA. Such books, records and other documents shall be separately maintained for a period of three (3) years after the date of the final disbursement by USTDA. The Grantee shall afford USTDA or its authorized representatives the opportunity at reasonable times to review such books, records and other documents relating to the Activity, the Contract and this Grant Agreement.

14. Representation of Parties

For all purposes relevant to this Grant Agreement, the Government of the United States of America will be represented by the U.S. Ambassador to the Host Country or USTDA, and the Grantee will be represented by its Chief Executive Officers at the address of record set forth in Article 15 below. The Parties may, by written notice to the other Party, designate additional representatives for all purposes under this Grant Agreement.

15. Addresses of Record for Parties

Any notice, request, document or other communication submitted by either Party to the other under this Grant Agreement shall be in writing or sent through an electronic medium that produces a tangible record of the transmission, such as an email message, and will be deemed duly given or sent when delivered to such Party at the following address of record, as applicable:

(A) For the Grantee:

To: Galina Todorova
Title: Chief Executive Officer (CEO)
Address: 16 Vesletz Str.,1000 Sofia
Bulgaria
Phone: +35929263889
Email: hq@bgenh.com

To: Valentin Nikolov
Title: Chief Executive Officer (CEO)
Address: 16 Vesletz Str.,1000 Sofia
Bulgaria
Phone: +35929263889
Email: hq@bgenh.com

(B) For USTDA:

To: U.S. Trade and Development Agency
Address: 1101 Wilson Boulevard, Suite 1100
Arlington, VA 22209-2275
USA
Phone: (703) 875-4357
Email: MENA_Europe@ustda.gov

All such communications shall be in the English language, unless the Parties otherwise agree in writing. In addition, the Grantee shall provide the Commercial or Economic Section of the U.S. Embassy in the Host Country with a copy of each notice, request, document or other communication sent to USTDA.

Any communication relating to this Grant Agreement shall include the following fiscal data:

Appropriation No.: 11 25/26 1001
Activity No.: 2025-21001A
Reservation No.: 2025042
Grant No.: 1131PL25GH21042

16. Implementation Letters

To assist the Grantee and the Contractor in the efficient performance of the Activity, USTDA may from time to time issue one or more implementation letters (“Implementation Letters”) to provide additional, modified or updated information about matters covered by this Grant Agreement and/or to make modifications or clarifications to the terms and provisions herein (any such information or modification, as applicable, a “Change”). Without limiting the generality of the foregoing, USTDA may issue Implementation Letters containing one or more Changes, among other reasons, to: (a) extend the estimated completion date set forth in Clause K(1) in Annex II, (b) extend the availability period of Grant Funds set forth in Clause K(2) in Annex II, (c) update the fiscal data set forth in Article 15, (d) update a Party’s address of record or point of contact, (e) make non-material modifications or clarifications to the Terms of Reference, (f) grant conditional waivers pursuant to Article 19, and (g) correct scrivener’s errors. Notwithstanding the provisions of Article 17, upon receipt of an Implementation Letter from USTDA, if and to the extent the Grantee assents to the Change set forth in such Implementation Letter, the Grantee shall promptly notify USTDA of such assent by email in accordance with Article 15, and such Change will be deemed incorporated into the terms and provisions of this Grant Agreement without the need for any further action by either Party. The Parties may also use jointly agreed upon Implementation Letters, executed by each Party, to confirm, clarify, modify and/or record their mutual understanding of matters covered by this Grant Agreement.

17. Amendment; Assignment; Binding Effect; Change of Control

(A) Either Party may submit to the other Party at any time a proposed amendment to this Grant Agreement (including Annex I and Annex II). Any proposed amendment to this Grant Agreement will be effective only if it has been signed by both Parties. Any proposed assignment of this Grant Agreement must be approved by both Parties in writing in order to be effective. This Grant Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted under this Article 17.

(B) For purposes of this Grant Agreement, the term “Change of Control” means the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any person, legal entity or group, of fifty percent (50%) or more of the shares of the outstanding equity securities of the Grantee, (ii) a merger, consolidation or reorganization of the Grantee in which the Grantee does not survive as an independent legal entity or upon the consummation of which the holders of the Grantee’s outstanding equity ownership interests prior to such merger, consolidation or reorganization own less than 50% of the outstanding equity ownership interests of the Grantee after such merger, consolidation or reorganization, or (iii) a sale of all or substantially all of the assets of the Grantee. The Grantee shall provide USTDA with written notice of any anticipated Change of Control of the Grantee prior to the effective date of such Change of Control, which notice must identify (i) the person(s) and/or legal entity (or entities) that are gaining control or ownership over the Grantee, and (ii) the person(s) and/or legal entity (or entities) that are losing control or ownership over the Grantee. The Grantee acknowledges and agrees that, in order for the Activity to continue following any Change of Control, any legal entity (or entities) that are gaining control or ownership over the Grantee must satisfy USTDA’s due diligence guidelines.

18. Termination

(A) Termination Events

Either Party may terminate this Grant Agreement at any time by giving the other Party prior written notice thereof. Notwithstanding the foregoing provision, if the U.S. Office of Foreign Assets Control determines that either of the Grantee or the government of the Host Country has acted in violation of any sanctions laws or executive orders established by the United States Government, this Grant Agreement will terminate following such determination without the need for any further action or notice on the part of either Party unless USTDA delivers written notice to the Grantee that this Grant Agreement will remain in full force and effect. If the Grantee becomes aware of any such violation or determination, the Grantee shall notify USTDA in writing within one (1) business day thereafter.

(B) Effect of Termination

The termination of this Grant Agreement will end any obligations of the Parties to provide financial or other resources for the Activity (including, without limitation, any obligation of USTDA to provide the Grant Funds), except for payments that may be made by USTDA to the Contractor, if any, pursuant to Clause H of the Mandatory Contract Clauses set forth in Annex II to this Grant Agreement. This Article and Articles 5, 11, 12, 13, and 20 of this Grant Agreement shall survive termination of this Grant Agreement.

19. Waiver

No obligation, condition or other provision of this Grant Agreement may be modified, waived or discharged unless such modification, waiver or discharge (collectively, a “Waiver”) is agreed to in writing and signed by the Party entitled to enforce such obligation, condition or other provision. Any such Waiver will be effective only to the extent expressly specified therein. No Waiver by either Party of any breach of, or of compliance with, any condition or provision of this Grant Agreement by the other Party will be considered a Waiver of any other condition or provision or a Waiver of the same condition or provision at another time. The rights and remedies of the Parties under this Grant Agreement are (a) not limited to the rights and remedies expressly set forth in this Grant Agreement and are in addition to all other rights and remedies available to the Parties under applicable law, and (b) not exclusive and may be exercised without precluding the future exercise by a Party of any other such rights and remedies. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Grant Agreement will operate as a Waiver of such right, power or privilege.

20. U.S. Technology and Equipment

By funding the Activity, USTDA seeks to promote the Project objectives of the Host Country through the use of U.S. technology, goods and services. In recognition of this purpose, the Grantee agrees that it will allow U.S. suppliers to compete in the procurement of technology, goods and services needed for Project implementation.

21. Governing Law

This Grant Agreement is governed by, and construed in accordance with, the applicable laws of the United States of America. In the absence of applicable federal law, the laws of the State of New York shall apply, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of another jurisdiction.

22. Counterparts; Language

This Grant Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Grant Agreement. Counterparts may be delivered via email or other transmission method and any counterpart so delivered shall be deemed to be valid and effective for all purposes. This Grant Agreement may be executed in two or more languages, but in the event of any conflict or inconsistency between the English language version of this Grant Agreement and any other version, the English language version of this Grant Agreement will control.

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Annex I

Terms of Reference

These terms of reference (“Terms of Reference”) in this Annex I set forth the terms and conditions for the performance of the technical assistance (the “Activity”) for the benefit of Bulgarian Energy Holdings (“BEH” or the “Client”) related to the proposed deployment of one or more small modular reactors (“SMR”) (the “Project”) located in the Republic of Bulgaria (“Bulgaria” or the “Host Country”). _____ (the “Contractor”) shall perform the Activity in accordance with these Terms of Reference and the other terms and provisions of this Contract between the Contractor and the Client.

The Activity will help evaluate SMR technologies in light of the Client’s priorities and develop a roadmap for deploying nuclear energy in Bulgaria in the form of an SMR nuclear power plant to be developed by BEH.

The Contractor’s performance of the Activity must comply with the entirety of these Terms of Reference, and any modification of or deviation from these Terms of Reference must be approved in writing by USTDA in accordance with the procedures for amendments or other modifications under this Contract. The Contractor acknowledges and agrees that (i) the Contractor will be paid in accordance with the payment schedule set forth in this Contract and will not be eligible for payment in respect of work under these Terms of Reference that the Contractor fails to perform, (ii) any performance by the Contractor of work not included in, not in compliance with or inconsistent with these Terms of Reference will be ineligible for approval or payment, absent an amendment or other modification in accordance with such procedures, and (iii) failure to obtain prior written approval from USTDA for any amendment to, modification of or deviation from these Terms of Reference may result in forfeiture of payment for work performed that is not in compliance with these Terms of Reference and/or a significant delay in payment of the final invoice (the foregoing subclauses (i) through (iii) collectively, the “Performance Requirements”). As used in these Terms of Reference, the word “include” along with its variants (*e.g.*, “included”, “including”) will be interpreted to mean “include, without limitation” or equivalent expression.

All data collected, designs made, analyses produced and/or other work completed by the Contractor in the performance of each task (“Task”) and subtask (“Subtask”) under these Terms of Reference must be documented by the Contractor in written reports in order to constitute a deliverable (“Deliverable”), as further described below under each Task and Subtask, as applicable. The Contractor shall use its best efforts to verify any information provided by the Client. The Contractor shall include each such Deliverable as a stand-alone chapter in the Final Report (as defined below).

The Contractor shall provide the Client with a draft version of the Deliverable for Task(s) 2, 3, 4, 5, 6, and 11 for the Client’s review and comment. The Client shall provide comments, if any, on such draft Deliverable within fourteen (14) calendar days following receipt of such Deliverable. The Contractor shall incorporate the Client’s comments, to the extent possible, and issue a final

Deliverable in connection with such Task within fourteen (14) calendar days following receipt of the Client's comments. By submitting the Deliverable for a given Task to the Client, the Contractor acknowledges to USTDA that it has read and understood the Performance Requirements.

Task 1: Commencement Meeting and Work Schedule Finalization

Subtask 1.1: Initial Research

The Contractor shall prepare a Preliminary Information Request ("PIR") to collect relevant technical, commercial, financial, and environmental data related to the Project from the Client. The Contractor shall review and organize the information provided by the Client, perform secondary research to gather any additional information necessary to provide background to the Activity, and analyze all the information collected. This information must include, without limitation, any previously completed BEH site studies and other information for the two initially selected SMR sites at Maritsa Iztok and Belene and for up to three (3) additional potential SMR sites owned by BEH subsidiaries or affiliates with these additional sites selected by BEH before this Commencement Meeting. The Client shall also select up to three (3) alternate products that will be used in Subtask 3.2.

Subtask 1.2: Work Schedule

The Contractor shall develop a detailed work schedule ("Work Schedule") for the execution of the Activity. The Work Schedule must include, without limitation:

- a) The scope and objectives for the TA;
- b) Approach and methodology;
- c) Requirements and dependencies;
- d) Deliverables and anticipated results;
- e) Contractor team members for the Activity;
- f) Task management milestones;
- g) Delivery of work-in-progress status reports;
- h) Delivery execution schedule;
- i) Timing and duration of any Contractor travel to the Host Country and a proposed agenda for such travel;
- j) Risk management and escalation;
- k) Task report delivery process; and
- l) Invoice presentation and delivery process in accordance with USTDA's requirements.

The Contractor shall identify any potential risks to the successful delivery of the Activity on schedule and develop a mitigation strategy for each identified risk.

Subtask 1.3: Commencement Meeting

The Contractor shall arrange and conduct a commencement meeting with the Client, either in-person at the Client's main offices (or another mutually agreed upon location in the Host Country) or remotely via video conference or similar means (the "Commencement Meeting"). Participants for the Commencement Meeting must include, at a minimum, the Contractor, the Client, and the representatives from the Ministry of Energy and the Kozloduy NPP – New Build (the "Internal Stakeholders"). The Contractor shall coordinate with the Client on relevant topics to be discussed

during the Commencement Meeting. During the Commencement Meeting, the Contractor shall, at a minimum:

- a) Provide an agenda and any relevant handouts and presentation materials for all meeting attendees;
- b) Facilitate discussion and take meeting minutes;
- c) Introduce its team;
- d) Review communication procedures and contact information;
- e) Review the Tasks to be performed under these Terms of Reference, the objectives of the Activity, the Deliverables, and other contractual obligations;
- f) Review and present the Contractor's Work Schedule for the Activity;
- g) Review the Client and Contractor roles and responsibilities with respect to the Activity;
- h) Clarify any technical, environmental, commercial, financial, legal, and/or regulatory issues identified during the Contractor's initial research and document review; and
- i) Confirm the Client's short- and long-term objectives for the Project.

The Client shall provide (at its own expense) the venue, audiovisual, and any other required equipment and any meals, snacks, and refreshments for the Commencement Meeting. The Client shall invite the meeting participants, and the Contractor shall manage the participant registration process. The Contractor shall maintain presentation records from the Commencement Meeting, including the agenda, presentation materials, and a list of all participants.

Following the Commencement Meeting and taking into account any additional information obtained during the Commencement Meeting, the Contractor shall submit the proposed Work Schedule to the Client for review and approval. Within fourteen (14) calendar days following receipt by the Client of the Contractor's proposed Work Schedule, the Client shall review and either (i) approve the Work Schedule or (ii) provide comments to the Contractor on the Work Schedule. In the event that the Client provides comments to the Contractor on the Work Schedule, the Contractor shall revise the Work Schedule in accordance with the Client's comments and submit an updated version of the proposed Work Schedule to the Client for review and approval. From and after the Client's receipt of the updated Work Schedule, the Client will have an additional meeting within fourteen (14) calendar days to review the updated Work Schedule. This process will continue in an iterative manner until the Client approves the Work Schedule.

Subtask 1.4: Internal Data Collection

The Contractor shall meet with relevant Client personnel to gather preliminary information about the following areas, which will serve as the basis for further analysis in the Category 2 Tasks:

- a) Generation Planning
- b) Any Proposed Project Ownership, Execution, and Procurement
- c) Any Proposed Project Funding and Financing
- d) Any Proposed Project Timeline
- e) Any Proposed Project Risk Assessment

Task 1 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains all findings and all work products created in connection with this Task, including but not

limited to the minutes and records from the Commencement Meeting and the approved Work Schedule. This Deliverable will be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 2: U.S. SMR Designs

The purpose of this task is to provide the Client with a broad view of the potential reactors that may be deployed in Bulgaria so that it can make an informed decision regarding which reactors to consider in detail as part of Task 3.

Subtask 2.1: Overview of Identified SMR Designs

The Contractor shall provide BEH an overview of selected U.S. SMR designs, with a focus on light water reactors. The Contractor shall consider the following reactor designs:

- a) GE-Hitachi BWRX-300
- b) Holtec
- c) NuScale
- d) Westinghouse AP300

The Contractor's overview of each reactor design will include, at a minimum, a description of the technology used by the design, the licensing status of the design with the U.S. Nuclear Regulatory Commission, the vendor's activity in marketing its design, and any reason that the reactor design or vendor would not be appropriate for the Bulgarian market.

Subtask 2.2: U.S. Advanced Reactor Overview

The Contractor shall provide the Client with an overview of the U.S. Advanced Reactor designs, including which designs are closest to commercial deployment, key reactor design characteristics, and potential benefits for Bulgaria (e.g., higher-temperature heat energy), given Bulgaria's interest in alternate products beyond electricity generation. This overview will focus on high-level differences between the light water reactor SMR designs that BEH has selected for this SMR Study and Advanced Reactor designs that will not be included in the detailed analysis in this SMR Study. The Advanced Reactor designs assessed in this Subtask are:

- a) X-Energy - high-temperature gas-cooled reactor with TRISO pebble fuel;
- b) TerraPower - sodium fast reactor;
- c) Oklo - liquid-metal-cooled, metal-fueled fast reactor;
- d) Kairos/Hermes - fluoride salt-cooled reactor with TRISO pebble fuel; and
- e) Westinghouse eVinci – solid fuel microreactor with heat pipe cooling.

Subtask 2.3: BEH Priorities

The Contractor shall characterize BEH's strategic objectives for deploying SMR reactors, relying on information provided by BEH as part of Subtask 1.1. The Contractor will, at a minimum, consider the following:

- a) BEH’s capacity and energy use projections for Bulgaria;
- b) BEH’s summary of Bulgaria’s decarbonization goals and targets and the plans to meet these decarbonization goals and targets, including the retirement of existing coal-fired power plants in Bulgaria; and
- c) BEH’s explanation of how SMRs will fit into the Bulgarian electricity generation strategy, expanding on the brief mention in the 2024 INPEC.

Task 2 Deliverable: At the end of Task 2, the Contractor will provide BEH with a report and presentation of the U.S. SMR reactor designs reviewed in Task 2, an overview of Advanced Reactor designs, and BEH’s objectives for deploying SMR nuclear power plants. The Contractor will provide high-level feedback on the suitability of U.S. SMR designs for BEH’s strategic objectives and generation planning. Following the presentation, BEH shall confirm which four (4) SMR designs reviewed in Task 2 will be included in the detailed review in subsequent Tasks.

Task 3: Comparison of Target SMR Designs

The Contractor shall conduct a detailed comparison of the four (4) SMR designs, deemed the “Target SMR designs” identified by BEH in Task 2.

Subtask 3.1: U.S. SMR Vendors Data Analysis

The Contractor shall collect data on technical, economic, legal, and licensing requirements of the Target SMR designs based on public information, data from SMR vendors, and interviews with SMR vendors, if possible, and other parties. This data should include:

- a) Size (i.e., MWe per unit);
- b) Estimated costs, including:
 - (1) Capital expenditures (CAPEX), including overnight capital cost, interest during construction, owner’s costs, and other items;
 - (2) Operation expenditures (OPEX), including fuel cost and O&M cost; and
 - (3) Any other relevant costs (e.g., site preparation costs, owners’ costs, grid connection fees).
- c) Thermal output (i.e., type and temperature);
- d) Nuclear fuel issues:
 - (1) Fuel suppliers and procurement and delivery approach; and
 - (2) Means for onsite spent/used nuclear fuel disposal;
- e) Plant physical dimensions/required site size/EPZ;
- f) Technical development status;
- g) Current licensing status of the SMR vendor under U.S. Nuclear Regulatory Commission regulations;
- h) Assessment of key personnel in the vendor’s organization and the overall adequacy, capability, and maturity of the organization to deliver the design;
- i) Status of nuclear safety regulatory approval process in all relevant countries and any special safety features;
- j) Capability for flexible output and load following;
- k) Projects in development using the SMR design, with a summary of key factors for each announced project, including:
 - (1) Status and timing;

- (2) Key strategic partners, including the owner, investors, buyer, operator, EPC contractor(s), and supply chain companies (and capacity), as well as industrial partners (as applicable; e.g., hydrogen, industrial decarbonization, data centers, etc.);
- (3) Project commercial and contractual structure;
- (4) Project delivery model;
- (5) Revenue, funding (public and private sector), and financing arrangements (to include methods of support from the relevant Export Credit Agencies);
- (6) Projected volume of spent fuel over the life of the unit; and
- (7) Successes and challenges to date.

Once the data has been compiled, the Contractor shall conduct a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis of the different SMR designs.

Subtask 3.2: Alternate Products Overview

The Contractor shall collect data on technical, economic, legal, and licensing requirements of the Target SMR designs as they may be used to produce the three (3) alternate products (e.g., hydrogen, desalinated water, industrial heat) selected by BEH in Subtask 1.3. The Contractor shall collect this data based on public information, data from SMR vendors, and interviews with SMR vendors, if possible, and other parties. This data should include:

- a) Government incentive programs to promote the development of the alternate product that may inform the development of similar programs in Bulgaria;
- b) Current market size for the alternate product and projected growth;
- c) Legal and licensing requirements applicable in Bulgaria for alternate products;
- d) If not otherwise addressed under Subtask 3.1, projects in development using the SMR design for alternate products, with a summary of key factors for each announced project;
- e) Technical development status of the SMR design for alternate products; and
- f) Any other notable concerns raised by vendors regarding the use of the SMR design for alternate products.

Task 3 Deliverable: The Contractor shall prepare a draft report with detailed vendor data analysis for each Target SMR design, an overview of alternate products, and a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis of the different SMR designs. This Deliverable shall also be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 4: Site Assessment

This Task will provide the Client with an analysis of the two initially selected sites and the up to three (3) additional sites for which information was provided in Subtask 1.1. The Contractor shall assess the suitability of these sites for SMR deployment, the availability of transmission infrastructure and distance from load centers, and the climate resilience of each site. The purpose of this Task is to assess selected sites and determine if these sites are likely to be suitable for SMR deployment in Bulgaria.

Subtask 4.1: Review of Previously Identified Sites

The Contractor shall review the site assessment studies and other site data provided in Subtask 1.1 for the two initially selected sites (i.e., Maritsa Iztok and Belene) and for the up to three (3) additional sites identified by BEH in Subtask 1.1. This Review will be focused on the suitability of each site for deployment of the Target SMR designs.

Subtask 4.2: Assessment of SMR Design Features at Sites

Using the site review done in Subtask 4.1, the Contractor shall assess how the Target SMR designs reviewed in Task 3 would be deployed on the potential sites, taking into account the MWe output, use of heat energy, plant layout, and other factors for each SMR design.

Subtask 4.3: Access to Transmission Lines and Load Centers

Using the site review done in Subtask 4.1 and the assessment of the Target SMR designs at those sites conducted under Subtask 4.2, the Contractor shall further review the potential sites for their suitability for SMR deployment based on access to transmission lines and deep and shallow transmission connection policies and costs. The purpose of this Subtask is to determine what transmission infrastructure investment may be required, if any, for the deployment of an SMR at each site.

Subtask 4.4: Climate Resilience

In accordance with Executive Order 13677, *Climate-Resilient International Development*, the Contractor shall review the potential sites reviewed in Subtask 4.1 for each site's vulnerability to the potential impact of climate change. This review will include, at a minimum, the site's vulnerability to sea level rise, seismic activity, and other extreme weather events that may be exacerbated by climate change.

Subtask 4.5: Recommendation of Optimal Sites for SMR Deployment

Based on the analysis conducted in Subtasks 4.1, 4.2, 4.3, and 4.4, the Contractor shall prepare a list ranking the potential sites based upon suitability of the site for the Target SMR designs considered in Task 3, access to transmission lines and the cost of developing the necessary transmission infrastructure for the site, if any, and the likely climate resilience of the site. While the selected SMR designs are similar, it is possible that the different SMR designs may have a better fit in one or more of the sites assessed in Task 4 due to design features (e.g., potential for air cooling or seismic requirements).

Task 4 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains documentation evidencing all work performed under this Task, and all findings and all work product created in connection with this Task. This Deliverable shall also be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 5: Economic, Financial Assessment, and Funding

The purpose of this Task is to provide an overview of the economic and financial aspects of a potential Project.

Subtask 5.1: Economic and Financial Assessment

The Contractor shall, building on information collected in Task 3, develop an annual cash flow analysis for each Target SMR design, with this financial model providing CAPEX/OPEX of the designs, estimated cost per MW and MWh, and estimated Levelized Cost of Electricity (“LCOE”) for each SMR design using the methodology in the latest Lazard LCOE report. The Contractor shall ensure that this financial model is documented and provided in electronic form so that the model is available for use in BEH’s further financial and economic analyses, modeling, and evaluation of the profitability of a potential SMR Project investment.

Subtask 5.2: Alternate Products Economic and Financial Assessment

The Contractor shall, building on information collected in Task 3, develop a project model to support the viability of each Target SMR design to provide alternate products identified in Subtask 3.2, including an annual cash flow analysis that addresses CAPEX, OPEX, and any other relevant costs. The Contractor shall ensure that this financial model is documented and provided in electronic form so that the model is available for use in BEH’s further financial and economic analyses, modeling, and evaluation of the profitability of a potential SMR Project investment.

Subtask 5.3: Identify Available Sources of Funding

The Contractor shall identify available funding sources (public and private) and indicative terms and conditions of each. At a minimum, the Contractor shall evaluate the following:

- a) The possibility of US Export Credit Agency (“ECA”) coverage, including a high-level assessment of how each SMR design meets the requirements in the U.S. EXIM Environmental and Safety Guidelines for Nuclear Power Plants;
- b) The possibility of other development funding, such as from ECAs from strategic partners;
- c) Potential sources of private sector financing;
- d) Public and private sector partnerships; and
- e) Tax programs and other incentives available in Bulgaria and the EU.

Subtask 5.4: Overview of Revenue Mechanisms and Potential Ownership Structures

The Contractor shall present best practices for revenue mechanisms, including long-term power purchase agreements, Contracts for Differences structures, Regulated Asset Base structures, and any other available tools to confirm project economic viability and profitability.

Subtask 5.5: Overview of Potential for Private Entity Development

The Contractor shall also assess the potential for the SMR Project to be developed, built, owned, and operated by a private entity rather than by BEH or other Bulgarian government entities. This assessment will include an overview of the likely role of the Bulgarian government in providing revenue, debt repayment, or other guarantees for a private SMR deployment. This task will also consider ownership and operation models, including a split owner-operator model.

Task 5 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains documentation evidencing all work performed under this Task, and all findings and all work product created in connection with this Task. This Deliverable shall be included as a stand-alone chapter in the Final Report.

Task 6: Preliminary Environmental and Social Impact Assessment

The Contractor shall develop a preliminary environmental and social impact assessment (the “PESIA”) of the Project. The PESIA must include a preliminary review of the Project’s anticipated positive and negative impacts on the environment (considering, *inter alia*, climate change, biodiversity, and the use of natural resources) and social welfare (considering, *inter alia*, human security, disadvantaged groups or individuals, discrimination, land tenure and use, worker well-being and cultural heritage). The Contractor shall recommend mitigation measures for all potential negative impacts. The PESIA must reference the Host Country’s national, provincial, and municipal requirements and those of potential financiers.

The Contractor shall develop a recommended scope for a full environmental impact assessment, including steps that the Client will need to take after the completion of the Activity and before Project implementation.

Task 6 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains (i) the PESIA, (ii) documentation evidencing all work performed under this Task, and (iii) all findings and all work product created in connection with this Task. This Deliverable shall be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 7: Risk Mitigation Register

This Task will include the development of a preliminary SMR risk register by project phase (i.e., development, construction, operation, decommissioning) and recommendations on risk management, mitigation, and other de-risking activity. It will also include high-level information on insurance options and costs for SMRs, as informed by Nuclear Risk Insurers and market practice.

Task 7 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains documentation evidencing all work performed under this Task, and all findings and all work product created in connection with this Task. This Deliverable shall be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 8: Legal and Regulatory Assessment

The Contractor shall assess the regulatory and legal framework for the Client’s implementation of the Project in the Host Country (“Legal and Regulatory Assessment”). The Contractor shall identify and evaluate all legal and regulatory requirements that apply to or may impact, positively or negatively, the implementation of the Project. The Contractor shall also review any pending or potential regulatory actions that may affect Project implementation.

The Contractor shall review national strategies, current and proposed regulations, permitting requirements, licensing requirements, legal frameworks, construction approvals, foreign participation regulations, regulations that impact environmental requirements, and any other relevant regulatory issues that may have a material impact on the Project.

Without limiting the generality of the foregoing, the Legal and Regulatory Assessment must cover, at a minimum:

- a) Host Country laws, policies, regulations, and white papers related to or concerning SMR adoption and deployment, including at the national, regional, and local level;
- b) Regional and EU applicable laws, policies, regulations and guidelines
- c) The applicable U.S. regulatory regime, including licensing and safety requirements, in the context of the current status of licenses granted to the U.S. SMR Vendors as discussed in Task 3;
- d) Any advanced discussions between US and EU regarding introduction in the EU of legislation, guidelines, or otherwise good practices of SMR-related licensing and regulation; and
- e) Civil works authorization policies and procedures in the Host Country, to include any environmental, occupational health and safety, and engineering requirements.

Task 8 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains documentation evidencing all work performed under this Task, and all findings and all work product created in connection with this Task. This Deliverable shall be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 9: Development Impact Assessment

The Contractor shall conduct a development impact assessment (the “DIA”) that includes quantitative and qualitative analyses of the potential developmental impact of the Project.

The following table lists the anticipated development impacts from implementing the Project with an estimated anticipated outcome. The DIA shall consider how the development impact can be measured and the anticipated benchmarks and timelines for achieving the development impact measures.

The first DIA Category is Infrastructure Development and Efficiency Gains. A key factor in the DIA is the size of the SMR Project. For this DIA, the size of the SMR Project is assumed to be 300 MWe, a typical single-unit SMR project output. The Contractor will confirm that this capacity is appropriate.

The estimated net generating capacity for the SMR Project is assumed to be 300 MWe, a typical single-unit SMR project output. 2,496,600 MWh of annual output is 300 MWe times 8,760 hours per year times 95% capacity factor in baseload operating mode (an initial estimate that will be refined when the units are placed in commercial operation). The Contractor shall also consider whether the DIA should include multiple units that will be deployed in Bulgaria.

The second DIA Category is Promoting Environmental Benefit. The initial estimate of this measure is 599,184 tons of CO₂ per year avoided, based on a 2024 estimate for the Bulgarian electricity sector CO₂ emissions factor of 240 tons of CO₂/GWh, converted to 0.240 tons of CO₂/MWh, times 2,496,600 MWh/year of nuclear generation. The Contractor shall verify this estimate and refine it as needed.

The DIA Table includes illustrative amounts that the Contractor shall review and confirm.

Category	Indicator	Definition	Measure
Infrastructure Development and Efficiency Gains	New Energy Capacity	New energy generated (i.e., new installed capacity and new energy provided). 300 MWe net and 2,496,600 MWh per year	300 MWe
Promoting Environmental Benefit	GHG Emissions Avoided	Amount of GHG pollution avoided by implementation of new nuclear capacity that would replace new or existing coal-fired generation capacity.	599,184 tons of CO ₂ per year

For the qualitative analysis, the Contractor shall provide narrative descriptions of how the implementation of the Project is anticipated to impact each indicator. For the quantitative analysis, the Contractor shall provide a baseline measurement and anticipated outcome for each indicator. The DIA must clearly articulate the anticipated timeline for realizing these outcomes, how such information can be measured, and what sources could be utilized to determine whether the outcome was realized. The Contractor shall work closely with the Client to ensure the projected development impacts are viable and measurable.

Task 9 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) the DIA, (ii) documentation evidencing all work performed under this Task, and (iii) all findings and all work product created in connection with this Task. This Deliverable shall be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 10: U.S. Sources of Supply Analysis

The Contractor shall develop a U.S. Sources of Supply Analysis (the “USSSA”). The USSSA shall include a list of U.S. suppliers of goods and services relevant to the Project’s implementation. The list may also include potential U.S. sources of services that the Client may need for the Project’s successful technical and commercial operation.

The Contractor shall identify at least ten (10) total potential U.S. suppliers across the different categories of goods and services required for the Project. For each U.S. source of supply identified in the USSSA, the Contractor shall provide: (i) a detailed description of relevant goods and/or services that are available, (ii) any information regarding the sourcing location and percentage of U.S.-sourced content for the relevant goods and/or services, (iii) the U.S. supplier’s capacity and level of interest in supplying goods and/or services for the Project, and (iv) up-to-date contact information, including the name, title, email, and phone number, if available, for the party or parties responsible for marketing/sales in the Host Country.

The Contractor shall make direct contact with the identified potential U.S. suppliers. Where possible, the Contractor shall meet with potential U.S. suppliers to better understand their interest in the Project. The Contractor shall also identify any potential challenges for U.S. suppliers and ways to mitigate these challenges.

Given the Project development stage in this TA, the range of reactor designs and vendors contemplated for deployment, and the timeframe for Project deployment, the potential U.S. sources of supply will be illustrative and subject to change once a reactor design and vendor are selected. Depending on the reactor design, some equipment may be nuclear-safety related or non-nuclear-safety related, with implications for the cost of this equipment and the availability of U.S. suppliers. Whether the Project will be deployed using modular construction will also impact the availability and cost of U.S. suppliers.

Task 10 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) the USSSA, (ii) documentation evidencing all work performed under this Task, and (iii) all findings and all work products created in connection with this Task. This Deliverable shall be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 11: Roadmap to Final Investment Decision (“FID”) and Final Presentation

Subtask 11.1: Project Development Plan

The Contractor shall prepare a roadmap to the FID in the form of a comprehensive Project Development Plan (“PDP”). As part of the PDP development process, the Contractor shall discuss the key Activity findings and recommendations with the Client, respond to any Client questions or concerns, and incorporate any Client comments and requests for changes to the key Activity findings and recommendations. Once the Client approves the draft PDP, including any revisions requested by the Client, the Contractor shall develop a final version of the PDP.

The PDP will outline a path to Project implementation, including the following:

- a) Further engagement with the nuclear safety regulator on licensing of reactor designs, nuclear power plant sites, and nuclear power plant operators;
- b) Environmental permitting and site issues;
- c) An overall approach to funding and financing the SMR Project;
- d) Technical and financial viability of the SMR Project;
- e) Proposed commercial framework and offtake approach for the SMR Project;
- f) Procurement strategy that takes into account EU law;
- g) Nuclear supply chain for the SMR Project;
- h) SMR Project constructability;
- i) Human Resource development required for SMR adoption, both for the operation of SMR technology and for its licensing by the regulator; and
- j) Project localization potential and strategy.

Subtask 11.2: Final Presentation

The Contractor shall deliver a presentation on the PDP to the Client, either in-person (at the Client’s main offices or another mutually agreed upon location in the Host Country) or remotely

via video conference or similar means (the “Final Presentation”). Participants for the Final Presentation must include, at a minimum, the Contractor, the Client, and the Internal Stakeholders. The Contractor shall coordinate with the Client on relevant topics to be discussed during the Final Presentation. During the Final Presentation, the Contractor shall, at a minimum:

- a) Provide an agenda and any relevant handouts and presentation materials for all meeting attendees;
- b) Present the final PDP; and
- c) Clarify any technical, environmental, commercial, financial, legal, and/or regulatory issues identified by the Contractor over the course of performing the Activity.

The Client shall provide (at its own expense) the venue, audiovisual, and any other required equipment, and any meals, snacks, and refreshments for the Final Presentation. The Client shall invite the Internal Stakeholder attendees and any other parties invited by the Client, and the Contractor shall manage the participant registration process. The Contractor shall conduct the Final Presentation, facilitate the discussion, take meeting minutes, and maintain presentation records, including the agenda, presentation materials, and a list of all participants.

The Contractor shall incorporate any substantive feedback from the Client and the Internal Stakeholders during the Final Presentation into the PDP. If the PDP does substantively change as a result of feedback received following the Final Presentation, the Contractor shall provide the updated PDP to the Client within fourteen (14) calendar days following the Final Presentation to the Client. The Client shall review and either (i) approve the PDP or (ii) provide comments to the Contractor on the PDP. In the event that the Client provides comments to the Contractor on the PDP, the Contractor shall revise the PDP in accordance with the Client’s comments and submit an updated version of the proposed PDP to the Client for review and approval. From and after the Client’s receipt of the updated PDP, the Client shall have an additional fourteen (14) calendar days to review the updated PDP. This process shall continue in an iterative manner until the Client approves the PDP.

Task 11 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) the PDP, (ii) documentation evidencing all work performed under this Task, and (iii) all findings and all work product created in connection with this Task. This Deliverable shall be included as a stand-alone chapter in the Final Report and included in a redacted form in the public-facing version of the Final Report.

Task 12: Final Report

The Contractor shall prepare and deliver to the Client and USTDA a substantive and comprehensive final report of all work performed under these Terms of Reference (the “Final Report”), which must conform to the requirements under Clause I of the Mandatory Contract Clauses (as defined in Annex II). The Contractor shall organize the Final Report into chapters and sections with clear labels corresponding to each of the above Tasks and Subtasks of these Terms of Reference, and the Contractor shall include in the Final Report all Deliverables and other documents that have been provided to the Client under these Terms of Reference. The Contractor shall incorporate into the Final Report, as applicable, (i) all of the findings, recommendations, and conclusions related to the Activity under these Terms of Reference and (ii) all other documents,

analyses, reports and/or work product provided pursuant to the Tasks and Subtasks noted above, in each case clearly organized and labeled according to each Task and Subtask under these Terms of Reference. The Contractor shall also include an executive summary of the Final Report as a whole and provide a summary for each Task under these Terms of Reference. The Contractor shall identify any export-controlled information in the confidential version of the Final Report, and exclude any such information from the public version of the Final Report.

Before completing and delivering the Final Report to the Client or USTDA, the Contractor shall prepare a draft Final Report in accordance with the instructions in the above paragraph and deliver the draft Final Report to the Client for review and discussion. Once the Client has provided comments and revisions to the draft Final Report, the Contractor shall make the necessary changes and modifications to the draft Final Report, it being understood that the Contractor shall not make any changes or modifications that are inconsistent with any of these Terms of Reference.

The work activity, final presentation, and other aspects of this TOR will be in the English language. However, the Contractor shall produce a version of the Final Report in English and in Bulgarian, using a professional-quality technical translation firm with BEH participating in reviewing the Bulgarian version. The Contractor shall deliver a draft Bulgarian language Final Report to the Client no more than 30 days after the Final Report in English has been accepted by the Client. The Client shall provide comments on the draft Bulgarian language Final Report to the Contractor 14 days after the Client receives the draft Bulgarian language Final Report from the Contractor. The Contractor shall deliver the final Bulgarian language Final Report to the client seven (7) days after receiving the Client's comments on the draft Bulgarian language Final Report.

When submitting the Final Report to USTDA, the Contractor shall certify to USTDA in writing that the public version of the Final Report does not contain any export-controlled information.

Task 12 Deliverable: The Contractor shall prepare and deliver the Final Report to the Client (in English and Bulgarian) and USTDA.

Annex II

USTDA Mandatory Contract Clauses

A. Grant Agreement; Subcontracts; USTDA Mandatory Contract Clauses Controlling

The Contract Parties acknowledge that this Contract is funded in whole or in part by the U.S. Trade and Development Agency (“USTDA”) under the Grant Agreement between the Government of the United States of America, acting through USTDA, and Bulgarian Energy Holding EAD (“BEH” or the “Client”), dated as of December 13, 2024 (the “Grant Agreement”). Terms used but not defined in this Contract shall have the meanings as set forth in the Grant Agreement. The Client has selected _____ (the “Contractor”) to deliver technical assistance (the “Activity”) related to the proposed deployment of one or more small modular reactors (“SMR”)(the “Project”) located in the Republic of Bulgaria (“Bulgaria” or the “Host Country”). Each of the Client and the Contractor is referred to herein as a “Contract Party”, and collectively as the “Contract Parties”.

Except as otherwise expressly provided herein, (i) all work performed under this Contract must be performed either by the Contractor or otherwise by a Subcontractor (as defined below) pursuant to a Subcontract (as defined below), and (ii) all Subcontracts entered into by the Contractor that are funded or partially funded with Grant Funds must be in writing and must include these USTDA Mandatory Contract Clauses (these “Mandatory Contract Clauses”), other than for Clauses B, G, H, I, J and S. Upon USTDA’s request, the Contractor shall provide USTDA with a copy of each Subcontract that it enters into, along with an English translation of any such Subcontract that is executed in a language other than English, which translation must be certified by the Contractor as being complete and accurate. For purposes of this Contract, (a) the term “Subcontractor” means any individual, corporation, partnership or other legal entity having a contract, purchase order or other agreement, whether written or oral, with the Contractor for the performance of any part of the Activity, and (b) the term “Subcontract” means any such contract, purchase order or other agreement entered into between the Contractor and a Subcontractor.

In addition, (i) in the event of any inconsistency or conflict between the terms and provisions of the Grant Agreement and those of this Contract or any Subcontract hereunder, the Grant Agreement shall be controlling, and (ii) in the event of any inconsistency between the terms and provisions of these Mandatory Contract Clauses and any other terms and provisions of this Contract or any Subcontract hereunder, these Mandatory Contract Clauses shall be controlling.

B. USTDA as Financier

(1) USTDA Approval of Contract

USTDA will not authorize the disbursement of Grant Funds until this Contract conforms to modifications required by USTDA (if any) during the Contract review process and this Contract has been formally approved by USTDA. To perform this review in a timely fashion, USTDA must receive from either the Client or the Contractor an English language version of a final negotiated

draft version of the Contract (in an editable electronic format) sent to the email address listed in Clause M below, or to such other email address as specified by USTDA.

(2) USTDA Not a Party to This Contract

- (a) The Contract Parties understand and agree that USTDA as a financing entity reserves to itself certain rights under this Contract, including, but not limited to: (i) the right to approve the terms of this Contract and amendments to this Contract, including assignments, the selection of the Contractor and all Subcontractors, the Terms of Reference, the Final Report, and any and all documents related to this Contract or any Subcontract funded under the Grant Agreement, (ii) the right to require the Contract Parties to suspend performance of the Terms of Reference upon reasonable prior written notice to the Contract Parties, and any further work performed in connection with the Terms of Reference following the Contractor's receipt of such written notice will be at the Contractor's risk, (iii) the right to suspend disbursements of Grant Funds under Clause 3 for cause upon reasonable prior written notice to the Contract Parties, and (iv) the right to demand, upon written notice to the Contractor, a refund from the Contractor of an appropriate amount of any Grant Funds that have been previously disbursed to the Contractor under Clause 3 of this Contract in the event that (A) the Contractor or any Subcontractor fails to comply with the Terms of Reference or the terms and conditions of this Contract (including these Mandatory Contract Clauses), or (B) this Contract and/or the Activity is terminated, and the amount of Grant Funds disbursed to the Contractor prior to such termination exceeds the value of the work performed under this Contract in accordance with its terms, as determined by USTDA in its sole discretion. The Contract Parties shall comply with all written notices, instructions and requests issued by USTDA in connection with USTDA's exercise of its rights under this Clause B(2).
- (b) The Contract Parties further understand and agree that USTDA, in reserving any or all of the foregoing rights, has acted solely as a financing entity to ensure the proper use of United States Government funds, and that any decision by USTDA to exercise or refrain from exercising these rights will be made as a financier in the course of funding the Activity and will not be construed as making USTDA a party to this Contract. The Contract Parties understand and agree that USTDA may, from time to time, exercise the foregoing rights, or discuss matters related to these rights and the Project with the Contract Parties or the parties to any Subcontract, jointly or separately, and in consideration of USTDA's role as financier, the Contract Parties further agree that USTDA's rights may be exercised without thereby incurring any responsibility or liability, in contract, tort or otherwise, to the Contract Parties or the parties to any Subcontract. Any approval or failure to approve by USTDA will not bar the Client or USTDA from asserting any right that it might have against the Contractor, or relieve the Contractor of any liability which the Contractor might otherwise have to the Client or USTDA.
- (c) The Contract Parties shall not sue or join any action seeking compensation from, and shall not participate in and shall withdraw from, any action seeking compensation from

the Government of the United States of America, or any of its departments or agencies, arising in connection with the Activity.

- (d) The Contract Parties acknowledge and agree that USTDA is a third party beneficiary to this Contract and is entitled to the rights and benefits hereunder and may enforce the provisions of this Contract as if it were a party hereto. No person, other than the Contract Parties hereto and USTDA, has any rights or remedies under this Contract.

(3) Implementation Letters

To assist the Client and the Contractor in the efficient performance of the Activity, USTDA may from time to time issue one or more implementation letters (“Implementation Letters”) to provide additional, modified or updated information about matters covered by this Contract and/or to make modifications or clarifications to the terms and provisions herein (any such information or modification, as applicable, a “Change”). Without limiting the generality of the foregoing, USTDA may issue Implementation Letters containing one or more Changes, among other reasons, to: (a) extend the estimated completion date set forth in Clause K(1), (b) extend the availability period of Grant Funds set forth in Clause K(2), (c) update the fiscal data set forth in Clause M, (d) update a Party’s address of record or point of contact, (e) make non-material modifications or clarifications to the Terms of Reference, (f) grant conditional waivers of USTDA’s rights pursuant to Clause 16 of the Contract, (g) modify the list of personnel specified in Annex III of this Contract, and (h) correct scrivener’s errors. Notwithstanding the provisions of Clause 15 and Clause J of this Contract, upon receipt of an Implementation Letter from USTDA, if and to the extent each Contract Party assents to the Change set forth in such Implementation Letter, such Contract Party shall promptly notify the other Contract Party and USTDA of such assent by email in accordance with Clause 19 and Clause M, as applicable, and such Change will be deemed incorporated into the terms and provisions of this Contract without the need for any further action by either Contract Party or USTDA. The Contract Parties and USTDA may also use jointly agreed upon Implementation Letters, executed by each Contract Party and by USTDA, to confirm, clarify, modify and/or record their mutual understanding of matters covered by this Contract.

C. Nationality, Source and Origin

Except as USTDA may otherwise agree in writing, the following provisions shall govern the delivery of goods and professional services funded by Grant Funds under any Grant Agreement.

- (A) All legal entities who perform any part of the Activity as the Contractor or a Subcontractor shall be U.S. Firms.
- (B) All natural persons who perform any part of the Activity as the Contractor or a Subcontractor, or as an employee of the Contractor or of a Subcontractor, shall be either (i) U.S. citizens, or (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States.
- (C) Notwithstanding the provisions of Articles (A) and (B) above, up to thirty percent (30%) of the Grant Funds may be used to pay for work performed

in connection with the Activity by:

- (1) any Subcontractor organized under the laws of either (i) the Host Country or (ii) any Target Country; and
 - (2) any natural person working as (a) a Subcontractor, or (b) an employee of the Contractor or of a Subcontractor, as long as such natural person is either (i) a citizen of the Host Country or a Target Country, or (ii) lawfully authorized to work, or admitted for permanent residence, in the Host Country or a Target Country.
- (D) Except for goods and services incidental to Activity support (*e.g.*, local lodging, food and transportation in the Host Country or a Target Country), goods purchased for the performance of the Activity and associated delivery services (*e.g.*, international transportation and insurance) shall have their nationality, source and origin in the United States.
- (E) “U.S. Firm” means either (1) or (2) below.
- (1) A private-sector for-profit legal entity or partnership organized under the laws of the United States, with its principal place of business in the United States, and which satisfies either (a) or (b) below.
 - (a) It is more than fifty percent (50%) owned or controlled by (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.
 - (b) It (i) has been organized under the laws of the United States for more than three years prior to either (x) the date on which the initial proposal in respect of the Activity is received by USTDA, or (y) the date on which the Contractor submits its bid in response to USTDA’s request for proposals in connection with the Activity, as applicable, (ii) has performed similar services in the United States for such three- year period, (iii) employs U.S. citizens in more than half of its permanent full-time positions in the U.S., and (iv) has the existing capability in the United States to perform the work in question.
 - (2) A nonprofit organization that is organized under the laws of the United States and managed by a governing body, a majority of whose members are (i) U.S. citizens, (ii) non-U.S. citizens lawfully authorized to work, or admitted for permanent residence, in the United States, or (iii) any combination of (i) and (ii) of this sentence.
- (F) “Target Country” means a country, other than the Host Country, (i) that is

an integral part of the Project's scope and (ii) whose local labor is required for work to be performed in connection with the Activity. A Project may have one or more Target Countries.

D. Recordkeeping and Audit

The Contractor shall, and shall require its Subcontractors receiving Grant Funds to, maintain in accordance with generally accepted accounting procedures all books, records and other documents (including without limitation all bank statements, and receipts or proofs of purchase for all goods and services acquired in connection with the Activity) sufficient in form, content and level of detail to properly reflect all transactions and disbursements under or in connection with the Activity and this Contract. Such books, records and other documents shall clearly identify, track and describe the use and expenditure of Grant Funds separately from other funding sources. Such books, records and documents must be maintained during the period of performance of work commencing on the Effective Date, and continuing until the date that is three (3) years following the final disbursement of Grant Funds by USTDA. The Contractor shall, and shall require its Subcontractors receiving Grant Funds to, (i) afford USTDA or its authorized representatives the opportunity at reasonable times for inspection and audit of such books, records and other documents, and (ii) in the event of an audit of such books, records and other documents, reasonably cooperate with, and promptly respond to information requests from, any USTDA-appointed auditors.

E. U.S. Carriers

(1) Air

Transportation by air of persons or property funded under the Grant Agreement shall be on U.S. flag carriers in accordance with the Fly America Act, 49 U.S.C. § 40118, to the extent service by such carriers is available, as provided under applicable U.S. Government regulations.

(2) Marine

Transportation by sea of property funded under the Grant Agreement shall be on U.S. carriers in accordance with U.S. cargo preference laws, including (without limitation) the Cargo Preference Act of 1954, 46 U.S.C. § 55305.

F. Workman's Compensation Insurance

The Contractor shall provide adequate workman's compensation insurance coverage for work performed under this Contract.

G. Disbursement Procedures

(1) USTDA Approval of Contract

Disbursement of Grant Funds will be made only after USTDA approval of this Contract. Any work performed by the Contractor or any Subcontractor in connection with the Activity prior to USTDA's approval of the Contract will be at the Contractor's risk.

(2) Payment Schedule Requirements

A payment schedule for disbursement of Grant Funds to the Contractor is included in this Contract under Clause 3. Such payment schedule must conform to the following USTDA requirements: (a) the Contractor must provide reasonable justification for the amount of the mobilization payment, which in any event may not exceed ten percent (10%) of the total Grant Funds without the prior written approval of USTDA; (b) all other payments, with the exception of the final payment, must be based upon completion of one or more Tasks under the Terms of Reference as set forth in Clause 3; and (c) the final payment must be no less than fifteen percent (15%) of the total Grant Funds amount, payable upon approval by USTDA of a Final Report that has been (i) prepared and submitted in accordance with the requirements set forth in Clause I below, and (ii) approved in writing by the Client in the manner provided for by Clause G(4)(b)(iii) below.

(3) Invoice Approval Procedures

The Contractor shall submit Invoices meeting the requirements set forth in Clause G(4) to the Client for approval prior to submitting any such Invoice to USTDA for payment. The Client shall not approve any Invoice submitted to it by the Contractor unless such Invoice, and all work performed by the Contractor (or any Subcontractor) in connection with such Invoice, complies with the Terms of Reference and these Mandatory Contract Clauses. All Invoices must be submitted to the attention of the Finance Department by email to invoices@ustda.gov.

(4) Invoice Requirements

For purposes of this Contract, the term "Invoice" means any invoice submitted (or to be submitted) to USTDA by either the Client or the Contractor for payment of Grant Funds. USTDA will make all disbursements of Grant Funds directly to the Contractor. The Contractor must provide USTDA with an Oracle Supplier Request Form (available from USTDA) with the first Invoice. Either the Client or the Contractor may request disbursement of Grant Funds by USTDA to the Contractor for performance of the Terms of Reference by submitting the following to USTDA:

(a) Contractor's Invoice

The Invoice from the Contractor shall include reference to the applicable Deliverable(s) (as defined in Annex I of this Contract) or other performance milestone(s) listed in the Contract payment schedule, the requested payment amount, and an appropriate certification to USTDA by the Contractor, as follows:

- (i) For a mobilization payment (if any):

“As a condition for this mobilization payment, the Contractor certifies to USTDA that it will perform all work in accordance with the terms of its Contract with the Client. To the extent that the Contractor does not comply with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.

- (ii) For Contract performance milestone payments:

“The Contractor certifies to USTDA that it has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.

- (iii) For the final payment:

“The Contractor certifies to USTDA that it has performed the work described in this invoice in accordance with the terms of its Contract with the Client and is entitled to payment thereunder. Specifically, the Contractor has submitted the Final Report to the Client, as required by the Contract, and received the Client’s approval of the Final Report. To the extent the Contractor has not complied with the terms and conditions of the Contract, including the USTDA Mandatory Contract Clauses contained therein, it will, upon USTDA’s request, make an appropriate refund to USTDA.

- (b) Client’s Approval of the Contractor’s Invoice

- (i) The Invoice for a mobilization payment must be approved in writing by the Client on the Invoice or separately.

- (ii) For Contract performance milestone payments, the following certification to USTDA by the Client must be provided on the Invoice or separately:

“The Client certifies to USTDA that the services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions, including the USTDA Mandatory Contract Clauses contained therein, and the terms and conditions of the USTDA Grant Agreement.

- (iii) For the final payment, the following certification to USTDA by the Client must be provided on the Invoice or separately:

“The Client certifies to USTDA that the services for which disbursement is requested by the Contractor have been performed satisfactorily, in accordance with applicable Contract provisions, including the USTDA Mandatory Contract Clauses contained therein, and the terms and conditions of the USTDA Grant Agreement. The Final Report submitted by the Contractor has been reviewed and approved by the Client.

(5) Payment Disclaimer

The Contract Parties understand and agree that payment by USTDA of an Invoice does not constitute (a) acceptance or approval by USTDA, whether express or implied, of (i) any materials, Deliverables, reports or other documents prepared or delivered by the Contractor or any Subcontractor, or (ii) any work performed under the Terms of Reference or otherwise by the Contractor or any Subcontractor, in each case, in connection with the Activity, or (b) confirmation or agreement by USTDA, whether express or implied, as to whether any work performed by the Contractor or any Subcontractor in connection with the Activity has been performed in accordance with the terms and conditions of this Contract, including the Terms of Reference or these Mandatory Contract Clauses.

H. Termination

(1) Effect of Termination

In the event that this Contract and/or the Activity is terminated prior to completion of all Tasks under the Terms of Reference, the Contractor will be eligible for payment for the value of the work performed pursuant to the terms of this Contract prior to such termination; provided, however, that any such eligibility is subject to (a) compliance by the Contractor with the terms and conditions of this Contract (including the Terms of Reference and these Mandatory Contract Clauses), and (b) USTDA approval, which may be granted or withheld in USTDA’s sole discretion. Likewise, in the event of such termination, USTDA may be entitled to receive a refund of Grant Funds from the Contractor pursuant to Clause B(2)(a). For the avoidance of doubt, in no event will any such termination relieve either Contract Party from any liability or obligation under this Contract arising prior to the effective date of such termination.

(2) Survivability

The obligations of the Contract Parties arising under the Surviving Clauses (as defined in the main body of this Contract), as well as Clauses A, B, D, G, H, N, Q, R and S of these Mandatory Contract Clauses, in each case, shall survive the termination of this Contract.

I. USTDA Final Report

(1) Definition

“Final Report” shall mean the Final Report described in the final Task of the Terms of Reference.

(2) License to Utilize Final Report

The Client hereby grants to the Government of the United States of America a fully paid-up, irrevocable, perpetual, non-transferrable, worldwide, royalty-free, non-exclusive license to use the Final Report, and all Deliverables and other work product associated with the Activity. The Client and Contractor each understand and agree that the Public Version of the Final Report be made publicly available by USTDA.

(3) Final Report Submission Requirements

The Contractor shall provide the following documents and materials to USTDA collectively as one single submission:

(a) One (1) CD-ROM containing a complete electronic copy of the Final Report for USTDA's internal records. This version of the Final Report must be in the English language and must be approved by the Client in writing. It is the responsibility of the Contractor to ensure that Confidential Information (as defined in the main body of this Contract), if any, contained in this version of the Final Report is clearly marked (any version containing such Confidential Information, a "Confidential Version"). USTDA will maintain the confidentiality of such Confidential Information, subject to and in accordance with applicable U.S. law. The Contractor shall affix a label to the CD-ROM indicating the name of the electronic file containing the Final Report, which filename must satisfy the requirements of Clause I(4)(c) below.

(b) One (1) CD-ROM containing an electronic copy of the Final Report suitable for public distribution (the "Public Version"). The Public Version must be in the English language and must be approved by the Client in writing. As the Public Version will be available for public distribution, it must not contain any Confidential Information. It is the responsibility of the Contractor to ensure that no Confidential Information is contained in the Public Version of the Final Report. If the complete version of the Final Report submitted under Clause I(3)(a) above contains no Confidential Information, it may be used as the Public Version. In any event, the Public Version must be informative and contain sufficient Project detail to be useful to prospective U.S. equipment and service providers. The Contractor shall affix a label to the CD-ROM indicating the name of the electronic file containing the Public Version, which filename must satisfy the requirements of Clause I(4)(c) below. The Contractor acknowledges and understands that, notwithstanding any other provision in this Contract, the Public Version will be publicly available and in the public domain.

(c) A crosswalk index (the "Crosswalk"), delivered separately from the Final Report. The Crosswalk must be organized in numerical order by Task and Subtask from the Terms of Reference in a table format, and for each such Task and Subtask the Crosswalk must provide (i) the language of the requirement set forth in the Terms of Reference (in sentence, bullet point or Subtask form), and (ii) the associated page number(s) on which the evidence establishing the Contractor's completion of such requirement is included within the complete version of the Final Report delivered to USTDA under Clause I(3)(a), presented in a table format.

(d) The Contractor's final Invoice, prepared and submitted in accordance with Clause G.

(e) The Final Report (both Confidential and Public Versions), the Crosswalk, final Invoice, and notation of Client's approval of the Final Report shall all be submitted to USTDA.

(4) Final Report Presentation

All Final Reports submitted to USTDA must be paginated and include the following:

(a) The front cover of every Final Report shall contain the name of the Client, the name of the Contractor who prepared the report, a report title, USTDA's logo, and USTDA's address. If the complete version of the Final Report contains Confidential Information, the Contractor shall label the front cover of that version of the Final Report with the term "Confidential Version". The Contractor shall label the front cover of the Public Version of the Final Report with the term "Public Version". The front cover of every Final Report shall also contain the following disclaimer:

"This report was funded by the U.S. Trade and Development Agency (USTDA), an agency of the U.S. Government. The opinions, findings, conclusions or recommendations expressed in this document are those of the author(s) and do not necessarily represent the official position or policies of USTDA. USTDA makes no representation about, nor does it accept responsibility for, the accuracy or completeness of the information contained in this report."

(b) The inside front cover of every Final Report shall contain (i) USTDA's logo, USTDA's address, and USTDA's mission statement, (ii) a written statement from the Client affirming that the Client has granted a license in connection with the Final Report to the Government of the United States of America as set forth in Clause I(2), and (iii) in the case of any Public Version of the Final Report, the Contractor shall include the term "Public Version" on such page, along with the following language:

"Each of the Contractor and the Client certify to USTDA that this document contains the Public Version of the Final Report and that all contents are suitable for public distribution."

(c) Unless otherwise specified in the Terms of Reference, any electronic file containing any version of the Final Report or any other associated documents must be submitted to USTDA in a commonly accessible, machine readable, read-only format (such as .pdf format). The Contractor shall create a filename for any such electronic file that includes (in the following order): (i) the name of the Host Country, (ii) the USTDA Activity number set forth among the fiscal data in Clause M, and (iii) the title of the Final Report. In the case of any electronic file containing a Confidential Version of the Final Report, the Contractor shall include the term "CONFIDENTIAL VERSION" at the end of such filename. In the case of any electronic file containing the Public

Version of the Final Report, the Contractor shall include the term "PUBLIC VERSION" at the end of such filename.

(d) The Contractor and any Subcontractors that perform work pursuant to the Contract must be clearly identified in the Final Report. Business name, point of contact, address, telephone and email address shall be included for the Contractor and each Subcontractor.

(e) The Final Report, while aiming at optimum specifications and characteristics for the Project, must identify the availability of prospective U.S. sources of supply, including the business name, point of contact, address, telephone and email address for each prospective commercial source.

(f) The Final Report shall be accompanied by a letter or other notation by the Client which states that the Client approves the Final Report. A certification to USTDA by the Client to this effect provided on or with the Invoice for final payment will meet this requirement.

(5) Final Report Disclaimer

The Contract Parties understand and agree that neither USTDA's receipt of the Final Report nor processing or payment of the final Invoice by USTDA constitutes (a) approval, validation or endorsement by USTDA, whether express or implied, of (i) the Final Report or any of its contents, or (ii) the quality, characteristics or nature of any work performed under the Terms of Reference or otherwise by the Contractor or any Subcontractor in connection with the Activity, or (b) confirmation or agreement by USTDA, whether express or implied, as to whether any work performed by the Contractor or any Subcontractor in connection with the Activity has been performed in accordance with the terms and conditions of this Contract, including the Terms of Reference and these Mandatory Contract Clauses.

J. Amendment Procedures

Consistent with the amendment provisions set forth in the main body of this Contract, all amendments, assignments or other modifications to this Contract, including the Annexes to this Contract, will be made effective only by written instrument signed by the Contract Parties and approved in writing by USTDA. Either Contract Party may submit to USTDA, at the address set forth in Clause M, a final negotiated draft version (in an editable electronic format) of any proposed amendment, assignment or other modification to this Contract for USTDA review. USTDA will advise the Contract Parties as to whether the draft instrument is ready for execution, on the understanding that USTDA's approval may be contingent upon certain modifications being made to such draft.

K. Activity Schedule

(1) Activity Completion Date

The Contract Parties' estimated completion date for the Activity is _____.

(2) Time Limitation on Disbursement of USTDA Grant Funds

Except as USTDA may otherwise expressly agree in writing, (a) no Grant Funds may be disbursed under this Contract for goods and services which are provided prior to the Effective Date of the Grant Agreement, and (b) no Grant Funds may be disbursed more than four (4) years after the Effective Date of the Grant Agreement.]

L. Business Practices; Conflicts of Interest

(1) Business Practices

The Contract Parties recognize the existence of standards of conduct for public officials and commercial entities in their respective countries. Therefore, the Contract Parties shall fully comply with all United States and Host Country laws relating to corruption or bribery, and shall not directly or indirectly provide, offer or promise to provide money or anything of value to any public official in violation of any United States or Host Country laws relating to corruption or bribery. For example, the Contractor and its Subcontractors shall fully comply with the requirements of the U.S. Foreign Corrupt Practices Act, as amended (15 U.S.C. §§ 78dd-1 *et seq.*). Each Contract Party agrees that it shall require that any Subcontractor, agent or representative hired to represent it in connection with the Activity will comply with this Clause L and all laws which apply to activities and obligations of that Contract Party, including, but not limited to, those laws and obligations referenced above.

(2) Conflicts of Interest

(a) Except as USTDA may otherwise expressly agree in writing, no Contract Party, or any employee, executive, director, officer or other staff member of a Contract Party, may either directly or indirectly engage in any activity or maintain any relationship (any such activity or relationship, a "Conflict of Interest") which might adversely affect the Activity or the rights of USTDA, including but not limited to (i) ownership of a material interest in the other Contract Party, or in any supplier, contractor, distributor, Subcontractor (other than any Subcontractor that is an affiliate of the Contractor as disclosed to USTDA in Annex III of this Contract), customer or other entity involved in the performance of the Activity, (ii) acceptance of any material payment, service, loan, gift, trip, entertainment, favor or other thing of value from the other Contract Party, a supplier, contractor, distributor, Subcontractor, customer or other entity involved in the performance of the Activity, (iii) any employee, executive, director, officer or other staff member of one Contract Party holding a position as an employee, executive, director, officer or other staff member of the other Contract Party, or of any supplier, contractor, distributor, Subcontractor, customer or other entity involved in the performance of the Activity, and (iv) any condition or circumstance that would reasonably be expected to (A) cause one or more of the Contract Parties to be unable or potentially unable to render impartial assistance or advice, (B) impair the objectivity of the Contractor or any Subcontractor in performing the Activity, or (C) create an unfair competitive advantage for any entity wherein either Contract Party has a material interest.

(b) Neither the Client nor the employees, executives, directors, officers or other staff members of the Client may receive payment from the Grant Funds.

(c) Any Contract Party shall promptly notify USTDA of any Conflict of Interest of which it becomes aware.

M. USTDA Address and Fiscal Data

Any communication with USTDA regarding this Contract shall be sent to the following contact information and include the fiscal data listed below:

To: U.S. Trade and Development Agency
Address: 1101 Wilson Boulevard, Suite 1100
Arlington, VA 22209-2275
USA
Phone: (703) 875-4357
Email: MENA_Europe@ustda.gov

Fiscal Data:

Appropriation No.: 11 25/26 1001
Activity No.: 2025-21001A
Reservation No.: 2025042
Grant No.: 1131PL25GH21042

N. Taxes

The Grant Funds provided under the Grant Agreement shall not be used to pay any taxes, tariffs, duties, fees or other levies imposed under laws in effect in the Host Country, except for taxes of a *de minimis* nature imposed on local lodging, food, transportation or airport arrivals or departures or individual income taxes assessed on local Host Country staff (“Accepted Taxes”). Neither the Client nor the Contractor may seek reimbursement from USTDA for any such taxes, tariffs, duties, fees or other levies, other than the Accepted Taxes, to the extent that the amounts of such Accepted Taxes are included on expense receipts maintained by the Contractor in accordance with Clause D.

O. Compliance with Trade-Related Laws

The Contractor and all Subcontractors are responsible for compliance with U.S. export licensing requirements, if applicable, in the performance of all work in connection with the Activity. The Contractor and subcontractors must fully comply with all applicable requirements, such as those of 10 CFR Part 110, 10 CFR Part 810, and any other applicable U.S. export regulations. In addition, the Contractor shall not recommend as part of the Final Report any products, commodities, components, articles or other goods for use in connection with the Project that are (i) subject to any Withhold Release Order issued by U.S. Customs and Border Protection under Section 307 of the Tariff Act of 1930 (19 U.S.C. § 1307), (ii) included on the “List of Goods Produced by Child Labor or Forced Labor” published from time to time by the U.S. Department of Labor, or (iii)

otherwise restricted by the Uyghur Forced Labor Prevention Act, Pub. L. 117-78 (2021). If, at any time during the performance of the Activity, the Contractor determines in its professional judgment (consistent with recognized professional standards) that it is unable to comply with the provisions of this Clause O, the Contractor shall promptly (but in any event, within three (3) business days) notify USTDA.

P. Change of Control

For purposes of this Contract, the term “Change of Control” means the occurrence of any one or more of the following: (i) the accumulation, whether directly, indirectly, beneficially or of record, by any person, legal entity or group, of fifty percent (50%) or more of the shares of the outstanding equity securities of a Contract Party, (ii) a merger, consolidation or reorganization of a Contract Party in which such Contract Party does not survive as an independent legal entity or upon the consummation of which the holders of such Contract Party’s outstanding equity ownership interests prior to such merger, consolidation or reorganization own less than 50% of the outstanding equity ownership interests of such Contract Party after such merger, consolidation or reorganization, or (iii) a sale of all or substantially all of the assets of a Contract Party. Each Contract Party shall provide both USTDA and the other Contract Party with written notice of any anticipated Change of Control of such Contract Party prior to the effective date of such Change of Control, which notice must identify (i) the person(s) and/or legal entity (or entities) that are gaining control or ownership over such Contract Party, and (ii) the person(s) and/or legal entity (or entities) that are losing control or ownership over such Contract Party. The Contract Parties acknowledge and agree that, in order for the Activity to continue following any Change of Control, any legal entity (or entities) that are gaining control or ownership over a Contract Party must satisfy USTDA’s due diligence guidelines.

Q. Liability

This Contract may include a clause that limits the liability of the Contract Parties, provided that such a clause does not (i) disclaim liability for damages that are natural, probable and reasonably foreseeable as a result of a breach of this Contract, or (ii) limit the total amount of damages recoverable to an amount less than the total amount of Grant Funds actually disbursed to the Contractor pursuant to this Contract. If any clause set forth in this Contract is inconsistent with either or both of these limitations, such clause will be invalid and unenforceable to the extent of the inconsistency.

R. Arbitration

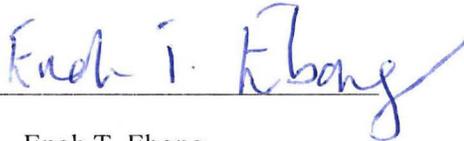
If the Contract Parties submit any dispute arising under this Contract for arbitration, the scope of any such arbitration shall be limited to the Contract Parties’ rights and/or obligations under this Contract and may not extend to any right or obligation of USTDA. The arbitrator(s) shall not arbitrate issues directly affecting the rights or obligations of USTDA.

S. Reporting Requirements

The Contractor shall advise USTDA as to the status of the Project at least one (1) time per year for a period of two (2) years after completion of the Activity. In addition, if at any time the Contractor receives follow-on work from the Client, the Contractor shall so notify USTDA and shall designate the Contractor's point of contact related to such follow-on work, including such person's name, title, address, telephone number and email address. Because this information may be made publicly available by USTDA, any Confidential Information must be designated as such by the Contractor and provided separately to USTDA. USTDA will maintain the confidentiality of such Confidential Information, subject to and in accordance with applicable U.S. law.

IN WITNESS WHEREOF, by signing below, each of the signatories hereby certifies that it is a duly authorized representative of the applicable Party, and the Parties, each acting through its duly authorized representative, have caused this Grant Agreement to be signed in their names and delivered as of the date written below.

For the Government of the United States
of America:



By: Enoch T. Ebong

Title: Director

Date: December 13, 2024

For Bulgarian Energy Holding EAD



By: Galina Todorova

Title: Chief Executive Officer (CEO)

Date: 13.12.2024



By: Valentin Nikolov

Title: Chief Executive Officer (CEO)

Date: 13.12.2024

Annex I – Terms of Reference

Annex II – USTDA Mandatory Contract Clauses

APPENDIX 4

REFERENCE TASK VALUES

The amounts set forth in the table below (the “Reference Task Values”) represent USTDA’s assessment of the total value of the goods and services to be provided in connection with each individual Task. This assessment is based on expert technical analysis from the background Definitional Mission that was used to inform USTDA’s determination of the total USTDA grant amount, which is a fixed amount.

Reference Task Values		
Task Number & Title	Estimated Value	Percentage of Total
Task 1: Commencement Meeting and Work Schedule Finalization	\$78,750	7.6%
Task 2: U.S. SMR Designs Currently Under Development	\$60,000	5.8%
Task 3: Comparison of Target SMR Designs	\$161,250	15.6%
Task 4: Site Assessment	\$124,688	12.1%
Task 5: Economic, Financial Assessment, and Funding	\$120,000	11.6%
Task 6: Preliminary Environmental and Social Impact Assessment	\$39,375	3.8%
Task 7: Risk Mitigation Register	\$87,188	8.4%
Task 8: Legal and Regulatory Assessment	\$68,438	6.6%
Task 9: Development Impact Assessment	\$24,000	2.3%
Task 10: U.S. Sources of Supply Analysis	\$51,750	5.0%
Task 11: Roadmap to Final Investment Decision ("FID") and Final Presentation	\$120,000	11.6%
Task 12: Final Report	\$99,375	9.6%
Total:	\$1,034,813	100.0%

APPENDIX 5

**CRITERIA FOR WITHHOLDING APPROVAL OF THE CONTRACTOR SELECTED BY
A GRANTEE FOR A GRANT ACTIVITY**

USTDA advances the infrastructure goals of developing and middle-income countries by awarding grant funds to overseas project sponsors (Grantees) for project preparation activities such as feasibility studies, Technical Assistance, pilot projects, environmental social impact assessments and front-end engineering and design projects (Grant Activities). These grant funds, in turn, fund work conducted by a U.S. firm (the Contractor) pursuant to a contract between the Grantee and the Contractor. As the financier of the Grant Activities, USTDA must approve the Contractor selected by the Grantee to carry out a Grant Activity, as well as the sub-contractor(s) proposed by the Contractor or Grantee. For purposes of this statement of policy, the term Contractor will also include any sub-contractor(s) proposed for USTDA Grant Activities. USTDA may withhold its approval if the selected Contractor fails to demonstrate its ability to meet USTDA's standards.

USTDA has a fiduciary duty to safeguard taxpayer funds by ensuring they are used responsibly and effectively. One of the ways it does this is by attempting to ensure that the Grant Activities USTDA finances are high-quality and can contribute to the development of implementable infrastructure projects.

While USTDA cannot assume responsibility for Grantees' decisions regarding which Contractors are best suited to their needs, USTDA may withhold its approval of a Contractor proposed by a Grantee for a particular Grant Activity on the following grounds:

1. **Failure to Demonstrate the Ability to Satisfy USTDA's Requirements.** If a Contractor does not demonstrate the ability to satisfy USTDA's policy or administrative requirements, including the requirements established by the USTDA grant agreement, the mandatory contract clauses attached to the grant agreement template (the Mandatory Clauses) or other general or activity-specific USTDA requirements, USTDA will withhold its approval of the selection of that Contractor for the Grant Activity.
2. **Failure to Demonstrate the Ability to Satisfy the Technical and Substantive Requirements of the Grant Activity.** Each USTDA Grant Activity is governed by Terms of Reference (ToRs). USTDA may withhold its approval of the selection of a Contractor for a Grant Activity if the Contractor does not demonstrate that it has the technical or substantive expertise and necessary personnel to complete the ToRs and other obligations under the contract to either USTDA's or the Grantee's standards.
3. **Financial Capacity.** USTDA carries out credit screenings and investigates bankruptcy and other financial delinquencies to determine the financial health and sustainability of Contractors. If USTDA's findings indicate that the Contractor's financial health is uncertain and could put the Contractor's ability to perform its obligations in jeopardy, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.
4. **Conflict of Interest.** If the Contractor has a conflict of interest, as defined in the Mandatory Clauses, that appears likely to impair the objectivity of the Contractor or the Contractor's ability to carry out the ToRs, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.

5. **Audit Findings or Exceptions, or Failure to Meet Prior Contractual Obligations to USTDA.** USTDA may withhold its approval of the selection of a Contractor for a Grant Activity if the Contractor has received audit findings or exceptions related to other USTDA Grant Activities that suggest the Contractor will not be able to effectively carry out the ToRs or otherwise meet USTDA's contractual requirements. USTDA may also withhold its approval of the Contractor selection if the Contractor has not remitted funds that it owes to the U.S. government from the close-out of previous USTDA grant activities. Similarly, USTDA may withhold its approval of the Contractor selection if the Contractor has failed to meet USTDA's contractual requirements for other Grant Activities, including but not limited to delinquency in success fee reporting, failure to meet cost share requirements or other noncompliance with the Mandatory Clauses.
6. **Debarment.** If the Contractor has been debarred by the federal government, state or local government, or an international organization such as the World Bank, United Nations or a regional multilateral development bank, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.
7. **Violation of Standards of Conduct.** If the Contractor has violated the law or standards of professional or ethical conduct of the U.S. or other countries, particularly those related to bribery and corruption, or has otherwise demonstrated behavior that raises serious integrity concerns regarding the Contractor and/or its employees, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.

Significant Negative Performance Reviews. If the Contractor has received one or more significant negative performance reviews from U.S. government entities that suggest that the Contractor will not be able to effectively carry out the ToRs or otherwise meet USTDA's contractual requirements, USTDA may withhold its approval of the selection of that Contractor for the Grant Activity.