REQUEST FOR PROPOSALS

PRE-FEASIBILITY STUDY FOR THE

THAILAND: VENDOR-NEUTRAL SMALL MODULAR REACTOR DEPLOYMENT

Submission Deadline: Monday, February 1, 2027
12.00 a.m. Washington, D.C. (EST)
12.00 p.m. Bangkok (ICT)

Submission Place: info_smrproject@egat.co.th

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.

v2.3 (May 2025)

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 US$ 2,123,180 to Electricity Generating Authority of Thailand (the "Grantee" or "EGAT") in accordance with a grant agreement dated September 10, 2026 (the "Grant Agreement"). This grant funds the cost of services required in connection with the preparation of a Pre-Feasibility Study (the "Activity") related to the proposed deployment of approximately 600 megawatts ("MW") of small modular reactor ("SMR") capacity (the "Project") located in Thailand (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 Pre-Feasibility Study.

1.1 BACKGROUND SUMMARY

The Project involves the potential development of approximately 600 MW of SMR capacity in Thailand, as identified in Thailand's proposed Power Development Plan ("PDP"). The current PDP framework contemplates deployment across two locations, with approximately 300 MW of capacity in southern Thailand and another approximately 300 MW in the northeastern region of the country. These regions were identified based on projected power system needs, including the need for additional baseload generation capacity in southern Thailand and growing requirements for grid stability and dispatchable generation support in the northeast, where significant variable renewable energy capacity is expected to be added over time.

The Project would be developed by EGAT, Thailand's state-owned electric utility responsible for power generation and transmission across the country. Historically, EGAT has served as the lead developer for all new power generation technologies in Thailand prior to broader private sector participation. EGAT developed and operates Thailand's first large-scale hydropower facilities, pioneered the country's natural gas-fired generation sector, and led development of Thailand's initial utility-scale renewable and high-efficiency thermal generation projects. Consistent with this role, EGAT is currently leading Thailand's evaluation of potential civil nuclear deployment pathways and institutional readiness.

Thailand remains in the early stages of civil nuclear project preparation. Thailand has not selected a reactor vendor, technology provider, or specific project sites. While the pre-feasibility process is expected to evaluate a range of U.S. SMR technologies currently under development globally, EGAT has prioritized technologies considered capable of near-term deployment.

Portions of a background Desk Study are provided for reference in Appendix 2.

1.2 OBJECTIVE

The Activity will support EGAT in evaluating potential U.S. SMR designs and vendors, including deployment pathways, infrastructure and site readiness, reactor configurations, project risks, and the requirements necessary to advance SMR development toward future procurement and implementation, thereby support export opportunities for U.S. SMR vendors and other supply chain partners. The Terms of Reference (TOR) for this Pre-Feasibility Study 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 Pre-Feasibility Study. 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 US$2,123,180. The USTDA grant of US$2,123,180 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 US$2,123,180 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 Pre-Feasibility Study 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 Vendor-Neutral Small Modular Reactor Deployment.

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 DESK STUDY REPORT

USTDA sponsored a Desk Study 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 Pre-Feasibility Study.

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 Pre-Feasibility Study.

2.5 PROJECT FUNDING SOURCE

The Pre-Feasibility Study will be funded under a grant from USTDA. The total amount of the grant is not to exceed US$2,123,180.

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 info_smrproject@egat.co.th. Electronic copies (in English, PDF files preferred) of your proposal must be received at the above e-mail address no later than 12:00 p.m. Bangkok (ICT) on Monday, February 1st. Offerors shall not use file hosting services or external links for electronic submission. The maximum attachment size is 23MB, so if the files are larger than 23MB, 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 ninety (90) 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, feasibility study 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 (1) 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 Pre-Feasibility Study or the USTDA Mandatory Contract Clauses. USTDA reserves the right to audit the books, records, and other documentation for the Pre-

Feasibility Study 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 US$ 2,123,180, which is a fixed amount.

Each proposal must include the following:

Transmittal Letter,
Cover/Title Page,
Table of Contents,
Executive Summary,
Firm Background Information,
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 Pre-Feasibility Study. 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 Pre-Feasibility Study.

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 Pre-Feasibility Study.

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 Pre-Feasibility Study. 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 Pre-Feasibility Study as described in this RFP.

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 December 1, 2026 at 3:00PM, EST. The email subject line must read: "RFP Question: Thailand: Vendor-Neutral Small Modular Reactor Deployment Pre-Feasibility Study; USTDA Activity No. 2026-31027A." 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:

EVALUTATION CRITERIA		**POINTS**
1.0	**Firm Technical Capability and Past Performance** Relevant experience in nuclear infrastructure development and regulatory advisory; experience in Thailand or comparable developing state contexts	35
1.1	**Relevant SMR Project Experience** Demonstrated experience in SMR power pre-feasibility studies, feasibility studies, techno-economic assessments, technology evaluation and selection. NPP project development experience will also be assessed, at a lower score.	*15*
1.2	**Nuclear Infrastructure and Regulatory Advisory Experience** Demonstrated experience in nuclear infrastructure development, regulatory and licensing frameworks, nuclear safety, safeguards, security, radioactive waste management, and preparation of countries or project owners for nuclear power deployment.	*10*
1.3	**Performance in Comparable Country and Project Contexts** Successful performance in newcomer/developing-country contexts, supported by relevant project references, completed deliverables, client certifications, or other verifiable evidence of satisfactory performance.	*10*
2.0	**Technical Approach and Work Plan** Technical approach and methodology; work plan quality and credibility.	40
2.1	**Vendor-Neutral Technical Approach and Methodology** Clarity, completeness and credibility of the methodology; demonstrated independence from particular SMR vendors or technologies; evaluation criteria, assumptions, data sources and evaluation methodology.	*15*
2.2	**Understanding of Scope and Integration of Study Areas** Demonstrated understanding of the project objectives and Thailand context; effective integration of technical, economic and financial, regulatory, site, grid, fuel cycle, human resources, localization, environmental, stakeholder considerations, and project development.	*15*

EVALUTATION CRITERIA		**POINTS**
2.3	**Work Plan, Deliverables and Quality Assurance** Logical work breakdown structure, realistic schedule and milestones, clear linkage between activities and deliverables, stakeholder engagement plan, data management, quality assurance, risk management and internal review arrangements.	*10*
3.0	**Personnel and Project Team** Experience of project manager; experience of other key professionals; experience of local or regional subcontractors; demonstrated ability to mobilize quickly	25
3.1	**Project Manager and Technical Leadership** Qualifications and directly relevant experience of the Project Manager and Technical Leader in managing multidisciplinary nuclear or SMR feasibility studies.	*10*
3.2	**Key Professionals and Multidisciplinary Coverage** Qualifications, relevant project experience and adequacy of key professionals covering SMR technology, nuclear safety and licensing, economics and finance, site and infrastructure, grid integration, environment, human resources and project development.	*10*
3.3	**Team Organization, Local Capability and Mobilization** Clarity of roles and responsibilities; availability and level of effort of key personnel; coordination among consortium members and subcontractors.	*5*
TOTAL		**100**

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

Thailand: Vendor-Neutral Small Modular Reactor Deployment Pre-Feasibility Study

The Electricity Generating Authority of Thailand ("EGAT") 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 a pre-feasibility study for the proposed deployment of approximately 600 megawatts ("MW") of small modular reactor ("SMR") capacity. The Proposal submission deadline is 12 p.m. Bangkok (ICT) on Monday, February 1st. The U.S. firm selected will be paid in U.S. dollars from a $2,123,180 grant to EGAT from the U.S. Trade and Development Agency.

About the Grantee

EGAT was established in May 1969 as a Ministry of Finance -owned state enterprise utility under the supervision of the Ministry of Energy. As Thailand's largest power producer, EGAT accounts for more than one-third of the country's electricity generation and maintains exclusive control over the national high-voltage transmission system. EGAT owns and operates 53 power plants with a total generation capacity of 16,920 MW (as of 2025). EGAT also manages a nationwide transmission network that supplies electricity to every region of Thailand. With a proven record in developing and financing complex, large-scale infrastructure, EGAT has technical expertise and institutional capacity to lead the proposed Project.

Project Background

The Project involves the potential development of approximately 600 MW of SMR capacity in Thailand, as identified in Thailand's proposed Power Development Plan ("PDP"). The current PDP framework contemplates deployment across two locations, with approximately 300 MW of capacity in southern Thailand and another approximately 300 MW in the northeastern region of the country. These regions were identified based on projected power system needs, including the need for additional baseload generation capacity in southern Thailand and growing requirements for grid stability and dispatchable generation support in the northeast, where significant variable renewable energy capacity is expected to be added over time.

The Project would be developed by EGAT, Thailand's state-owned electric utility responsible for power generation and transmission across the country. Historically, EGAT has served as the lead developer for all new power generation technologies in Thailand prior to broader private sector participation. EGAT developed and operates Thailand's first large-scale hydropower facilities, pioneered the country's natural gas-fired generation sector, and led development of Thailand's initial utility-scale renewable and high-efficiency thermal generation projects. Consistent with this role, EGAT is currently leading Thailand's evaluation of potential civil nuclear deployment pathways and institutional readiness.

Thailand remains in the early stages of civil nuclear project preparation. Thailand has not selected a reactor vendor, technology provider, or specific project sites. While the pre-feasibility process is

expected to evaluate a range of U.S. SMR technologies currently under development globally, EGAT has prioritized technologies considered capable of near-term deployment.

About the Study

The proposed USTDA-funded activity is a vendor-neutral pre-feasibility study to support EGAT's evaluation of potential SMR deployment pathways in Thailand. Implemented over an approximately twelve-month period, the Study would assess the technical, economic, financial, regulatory, environmental, and institutional considerations associated with developing approximately 600 MW of SMR capacity in Thailand.

The Study would evaluate a range of U.S. SMR technologies and support EGAT in identifying reactor designs potentially suitable for deployment in Thailand based on factors such as technology readiness, licensing status, safety considerations, operational characteristics, and export applicability.

The Study would also assess potential deployment configurations, including alternative siting and multi-unit arrangements, to evaluate the most technically and economically suitable approach for Thailand's future SMR program. In addition, the Study would evaluate site and grid integration considerations, financing and commercial structures, legal and regulatory readiness, institutional capacity requirements, project risks, and preliminary environmental and social impacts. The activity would further include an assessment of potential U.S. sources of supply and development of a project implementation roadmap identifying the steps necessary to advance toward future project development, procurement, licensing, and implementation.

APPENDIX 2

PORTIONS OF BACKGROUND DESK STUDY REPORT

Activity and Project Description

This Section describes the Activity, the parties to the Activity, the project management, and the outcomes of the proposed Pre-Feasibility Study, and an outline of the contents of the Pre-Feasibility Study report.

Description of the Activity

The Activity is a 12-month Pre-Feasibility Study following the competitive bid and selection of a Contractor by the Grantee, and USTDA's evaluation of the Contractor's credentials.

Key outcomes of the Pre-Feasibility Study will be formalized in a Project Implementation Plan ("PIP"), which will inform the Grantee's actions leading to a Final Investment Decision ("FID"). The Project Implementation Plan will include an outline for:

a) An overview of key Activity findings and recommendations for the Project, including relevant explanations and justifications;
b) A project management plan to address quality management, resource management, risk management, and performance management procedures;
c) A description of each step that the Grantee will need to take following the completion of the Activity to implement the Project, corresponding to the following phases:
    - Engagement with the Government of Thailand on the legal and regulatory framework development of nuclear power plants;
    - Engagement with the Office of Atoms for Peace on licensing of reactor designs, nuclear power plant sites, and nuclear power plant operators;
    - Potential environmental permitting and site permitting requirements;
    - Supply chain and procurement management for the Project;
    - Recommended contracting strategy for the Project; and
    - Monitoring and evaluation;
d) A schedule for implementing the Project, including phasing and milestones;
e) A budget and capital investment plan for the Project;
f) Key performance indicators for the Project implementation phase, including their baseline measurements and proposed annual targets; and
g) A detailed risk assessment covering the following categories of risks, to include at a minimum: construction, security, operational, demand and supply, technology, fiscal, regulatory, funding, site selection, contracting, and completion. The risk assessment must evaluate the source, likelihood, and severity of each risk, and provide detailed preventive and mitigation measures for each identified risk associated with the Project and to reduce such risks to the extent reasonably possible, as determined by the Client and Contractor.
h) A reference to all aspects of Project implementation, including:
    - Execution of all necessary agreements (including offtake agreements) and financing arrangements; and
    - Procurement of goods and services, including long-lead items, as applicable.

The current Activity TOR draft includes significant activities to gather information on SMR designs/vendors, development approaches, sites, business models, and alternative products for these nuclear power plant projects. This information would be useful to EGAT as the developer and potential owner of a nuclear power plant Project in Thailand. EGAT will select reactor designs, sites, and other aspects of these nuclear power projects.

NECG notes that the requested scope of work is quite broad and may require multiple specialty consulting firms to undertake and complete the TOR scope, which would then need to be integrated into a final report for use by EGAT.

Parties to Activity

EGAT is the Grantee, with a Contractor to be selected in a competitive RFP process.

EGAT

The Electricity Generating Authority of Thailand ("EGAT") is a state enterprise that produces and distributes electricity in Thailand and the ASEAN region. EGAT's principal mission is to generate, acquire, and sell electricity to the Metropolitan Electricity Authority ("MEA"), the Provincial Electricity Authority ("PEA"), several direct customers by law, and neighboring countries. EGAT is also responsible for other related businesses as stipulated by the EGAT Act.

EGAT generates electricity from 54 EGAT power plants countrywide with a total installed capacity of 16,261.02 MWe. EGAT's power plants include 3 thermal power plants, 6 combined-cycle power plants, 30 hydropower plants, 10 renewable energy power plants (wind, solar, and geothermal), 4 diesel power plants, and 1 other power plant.

In addition to operating its own power plants, EGAT purchases bulk electricity from 13 Independent Power Producers (IPPs) totaling 19,598.50 MW, from Small Power Producers (SPPs) totaling 9,319.88 MW, and from neighboring countries (i.e., Lao PDR and Malaysia) totaling 6,234.90 MW.

EGAT transmits electricity generated by its own power plants and purchased from private power producers through its national grid network, which covers the entire country. EGAT sells electricity to its direct customers and to MEA and PEA, which then distribute the electricity to their retail customers nationwide. Moreover, EGAT also sells electricity to the power utilities of neighboring countries, namely Lao PDR via 115 kV and 22 kV lines, and Malaysia via 300 kV HVDC lines.

EGAT has a strategy to generate income from its capabilities and resources. Local and foreign organizations entrust EGAT to provide high-quality, one-stop electricity services in two main categories:

- Power plant and transmission system business, which includes engineering and construction of power plant and transmission system, power plant operation and maintenance, transmission system maintenance to outside customers consisting of Independent Power Producers (IPPs) and Small Power Producers (SPPs), and telecommunications, and

- Innovative energy solutions business, which includes innovative by-products from electricity generation, EGAT Smart Energy Solutions, and EGAT EV Business Solutions.

Relevant to this Pre-Feasibility Study Proposal and the ultimate SMR nuclear power plant Project:

- EGAT has expertise in developing power projects, from the initial proposal stage through electricity supply and commercial synchronization of power plants. This capability includes feasibility study, selection of qualified subcontractors, engineering, project management, testing, and power plant acceptance for local and foreign power producers.

- In 2024, EGAT successfully provided engineering consultancy services for combined-cycle power plants with capacities of 2,500 MW and 1,400 MW before their Commercial Operation Dates.

- EGAT has expertise in comprehensive power plant operation and maintenance. With a professional, specialized team, modern technologies and equipment, and working methods that comply with international standards, EGAT's services cover power plant operation and routine maintenance as well as general maintenance activities.

Contractor

EGAT will select the Contractor to undertake the work under the Pre-Feasibility Study TOR through a competitive procurement process.

The Activity's scope of work will require expertise in several unique areas. A single Contractor may not have the necessary expertise and experience to cover all Tasks adequately. NECG recommends that EGAT seek a primary Contractor that is capable of completing the required generic Activity Tasks (i.e., Commencement and Project Assessment) and the Tasks in one of the two categories (e.g., an engineering firm focused on SMR and Advanced Reactor Technology Assessment). The primary Contractor would team with one or more Subcontractors with expertise in the other categories (e.g., a law firm with experience in SMR Project development and a financial advisory firm to undertake the necessary financial modeling and provide guidance on the broader financing process to procure third-party debt and equity, as applicable). Other Contractor consortium approaches may also be used.

i. Pre-Feasibility Study Project Management

The Contractor selected to undertake the Pre-Feasibility Study will establish a project management approach to complete the Pre-Feasibility Study in accordance with the TOR. This approach will include work-in-progress status reports, risk management measures, and a governance forum to monitor progress and manage risks as they arise.

EGAT has indicated that it has an approach to managing the TOR work that involves assigning specialists to each Task and Subtask. EGAT's experience as a developer, owner, and operator of non-nuclear power plants should give it significant capability to oversee the Pre-Feasibility Study.

ii. Pre-Feasibility Study Outcomes

Pre-Feasibility Study outcomes will enable the Project team to decide to proceed with Project development and define the next series of actions to advance the Project.

The Pre-Feasibility Study Report will include a Project Implementation Plan for EGAT to facilitate the development of SMR nuclear power plants in Thailand.

Description and history of the Project

The proposed Project comprises two or more SMR nuclear power plants in Thailand that are expected to be financed, built, and operated by EGAT.

Thailand has set a goal to develop 600 MW of nuclear power generation by 2037, in accordance with the draft Power Development Plan (PDP) for 2024-2037. The Electricity Generating Authority of Thailand (EGAT), a state-owned enterprise under the Ministry of Energy, is responsible for electricity generation and transmission and plays a central role in the national power control system. EGAT is therefore designated to pursue this objective and is expected to serve as the project developer, owner, and operator for Thailand's first SMR projects.

The SMR power plants will be Thailand's first nuclear power plants and will require significant time for project preparation and implementation. Although Thailand previously conducted studies and prepared for a conventional nuclear power plant project in 2008, a significant period of time has elapsed since then, during which major changes have occurred, and much of the necessary infrastructure and institutional capacity is no longer in place. In this context, EGAT should undertake early-stage studies to establish the groundwork for future project development.

Before entering the project implementation stage, the proposed Pre-Feasibility Study is necessary to serve as a guide to development and implementation. This study will provide a comprehensive assessment of the project, including economic and financial analysis, SMR technology assessment, infrastructure readiness, risk assessment, and project management. The study will examine the deployment of two or more SMRs, each with a generating capacity of approximately 300 MWe. EGAT will focus on two geographically separate sites, each with a single SMR unit, as outlined in the draft PDP 2024. Still, the TOR calls for the Contractor to examine alternative development options, including a single site with two SMR units, and to assess the maximum site capacity that represents the most economically reasonable configuration, which may involve more than two SMR units.

In addition, various combinations of available module sizes will be evaluated in the study to assess their respective advantages and disadvantages. The study will consider credible U.S. suppliers, particularly those with the most advanced development and licensing status. It will also recommend a development pathway across all relevant aspects and is expected to be completed within 12 months.

The outcome of the Pre-Feasibility study will be a set of evidence-based findings and recommendations to inform policymakers and stakeholders on the practicality and feasibility of SMR deployment in Thailand.

Thailand has been highly reliant on fossil fuels for electricity generation. Currently, around 80% of the national electricity is derived from fossil fuels. Amid the unprecedented rise in oil and gas prices and the commitment to achieve net-zero greenhouse gas emissions by 2050 at the COP30 conference on November 19, 2025

Thailand's authorities are now seeking to establish a clearer, more structured pathway for the country's transition to cleaner energy, as part of the national effort to reduce carbon dioxide emissions. This policy direction is reflected in the draft of the new Power Development Plan for 2024–2037. The PDP 2024 plan targets increasing the share of renewable energy to 51% of total electricity generation by 2037. At the same time, it reintroduces nuclear energy into the national generation mix, including SMRs with a total installed capacity of 600 MW(e), comprising 300 MW(e) in a northeastern site and 300 MW(e) in a southern site.

From 1982 to 1995, EGAT surveyed and studied various sites for nuclear power plants. EGAT has prepared potential sites, surveyed locations, conducted geological inspections, prepared water resources for use in nuclear plants, and identified suitable areas for the construction of nuclear-powered generation plants.

NECG understands that EGAT has already identified a set of sites but has not yet released information about them to avoid unnecessary public response. EGAT will provide site information to the Contractor. NECG understands that the sites identified by EGAT all have existing infrastructure (e.g., roads, power stations, office buildings, etc.) because they are located within EGAT's existing power station sites.

Nuclear power is expected to account for approximately 1% of Thailand's total electricity generation mix by 2037.

SMRs are advanced nuclear power plants designed to provide reliable, low-carbon, and dispatchable electricity to support power systems with increasing shares of variable renewable energy (VRE). SMRs are typically characterized by their smaller unit capacity (i.e., typically up to about 300 MWe per module), modular factory fabrication, and enhanced safety features compared with conventional large nuclear power plants.

Many SMR designs adopt an integral reactor configuration, in which the major primary-system components - such as the reactor core, steam generators, and pressurizer - are housed within a single reactor vessel. This compact configuration simplifies plant systems and supports passive safety functions, enabling the reactor to be safely shut down and cooled using natural circulation and gravity-driven mechanisms without reliance on external power or operator action for an extended period.

In generating mode, the thermal energy produced by nuclear fission in the reactor core is transferred to the secondary system, where it drives a turbine-generator, as in a conventional nuclear power plant. Owing to their modular nature, SMRs can be deployed incrementally, allowing capacity to be added in phases as demand grows. Multiple modules can be installed on a single site to achieve the desired total plant capacity.

From a system perspective, SMRs can contribute to grid flexibility and supply security by operating in load-following mode and providing essential grid services such as spinning reserve, frequency support, and voltage regulation, while maintaining very high availability. Their smaller

unit size also reduces the impact of single-unit outages on system operation, which is beneficial for power systems with limited reserve margins.

Given Thailand's long-term decarbonization objectives and the expected expansion of VRE, EGAT is exploring the deployment of SMR nuclear power capacity as a firm and low-carbon generation option to complement renewable energy and strengthen overall system reliability. The modular deployment approach, enhanced safety features, and the potential for phased investment make SMRs a suitable technology for Thailand's future power system development.

Project timeline

EGAT, in its proposal to USTDA, indicated that it expects to deploy two (2) 300 MWe SMR projects by 2037.

Table 1 - EGAT SMR Project Implementation Timeline

Project Milestones	**Time Horizon**
Pre-Feasibility Study	2026-2027
NEPIO establishment	2026-2027
Thailand Cabinet Consideration for "Go Nuclear"	2028
Project Feasibility Study & EHIA Study	2028-2031
Project Approval by the Thailand Cabinet	2032
Site Licensing and Approval	2032
Construction Licensing and Approval	2032-2034
Construction	2034-2037
Operation Licensing and Approval	2035-2037
Commercial Operation	2037

APPENDIX 3

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

GRANT AGREEMENT

between

U.S. Trade and Development Agency

(USTDA)

and

Electricity Generating Authority of Thailand

(EGAT)



U.S. TRADE AND DEVELOPMENT AGENCY

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 Electricity Generating Authority of Thailand (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, two million one hundred twenty-three thousand one hundred eighty United States Dollars (US$ 2,123,180) ("Grant Funds") to fund the cost of services required in connection with the preparation of a pre-feasibility study (the "Activity") related to the proposed deployment of approximately 600 megawatts ("MW") of small modular reactor ("SMR") capacity (the "Project") located in Thailand (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 evaluating potential U.S. SMR designs and vendors, including deployment pathways, infrastructure and site readiness, reactor configurations, project risks, and the requirements necessary to advance SMR development toward future procurement and implementation. 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 prior to USTDA issuing a written notice lifting the suspension 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 for all payments other than the final invoice payment submitted by the Contractor under the Contract, the Contractor or 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 or any Target 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 or Target 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 mobilization and performance milestone payment Invoices for payment by USTDA. Such books, records and other documents shall be separately maintained for a period of seven (7) years after the signing date of this Grant Agreement. 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 Director, Power Plant Engineering Division at the address of record set forth in Article 15 below. Either Party may, by written notice to the other Party, designate additional or replacement 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:	Director, Power Plant Engineering Division
Entity Name:	Electricity Generating Authority of Thailand
Address:	53 Moo 2 Charan Sanitwong Road
	Bang Kruai, Nonthaburi, 11130
Country:	Thailand
Phone:	+6624366452
Email:	info_nuclear@egat.co.th

(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:	indopacific@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:

Activity No.:	2026 – 31027A
Reservation No.:	2026187
Obligation No.:	1131PL26GH31187

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 (Contract Matters and USTDA's Rights as Financier), 11 (Taxes), 12 (USTDA Project Evaluation), 13 (Grantee Record Keeping and Audit), 20 (U.S. Technology and Equipment), and 21 (Governing Law) 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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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: Tom Hardy

Title: Deputy Director and Chief Operating Officer

Date: September 10, 2026

For Electricity Generating Authority of Thailand:

By: Narin Phoawanich

Title: Governor, Electricity Generating Authority of Thailand

Date:

Witness Signature:

By: Kelsey A. Mullen

Witness Signature:

By: Siriwat Chedsi

Annex I – Terms of Reference

Annex II – USTDA Mandatory Contract Clauses

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 pre-feasibility study (the "Activity") for the benefit of Electricity Generating Authority of Thailand ("EGAT" or "Client") related to the proposed deployment of approximately 600 megawatts of small modular reactor ("SMR") capacity (the "Project") located in Thailand (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 evaluate SMR technologies and the Client's capabilities. The Activity will provide a set of evidenced-based findings and recommendations to inform policymakers and stakeholders on SMR deployment in Thailand.

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) 1 through 12 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 Plan Finalization

Subtask 1.1: Initial Research

The Contractor shall collect from the Client and review relevant technical, commercial, financial and environmental data related to the Project. The Client may provide relevant information solely to the extent that such information is available or permitted to be shared. The Contractor shall 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:

- Any previously completed EGAT or other Governmental site assessment and/or grid studies;
- Any previously created energy planning / electricity market / integrated resource planning studies by or for EGAT or the Thai Government, in particular the most recently available Power Development Plan.

Subtask 1.2: Work Plan

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

- Scope and objectives;
- Approach and methodology;
- Requirements and dependencies;
- Deliverables and anticipated results, to include reports, drawings, technical specifications, bills of quantity as relevant, and other output related to SMR designs from the Activity;
- Contractor team members for the Activity;
- Task management milestones;
- Delivery of work-in-progress status reports;
- Delivery execution schedule;
- Timing and duration of Contractor travel to Thailand, and a proposed agenda for such travel;
- Risk management and escalation;
- Task report delivery process; and
- Invoice presentation and delivery process.

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 Thailand), or remotely via video conference or similar means (the "Commencement Meeting"). Participants for the Commencement Meeting must include, at a minimum, the Contractor and the Client. 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:

- Provide an agenda and any relevant handouts and presentation materials for all meeting attendees;
- Facilitate discussion and take meeting minutes;
- Introduce its team;
- Review communication procedures and contact information;
- Review the Tasks to be performed under these Terms of Reference, the objectives of the Activity, the Deliverables and other contractual obligations;
- Review and present the Contractor's Work Plan and schedule for the Activity;
- Review the Client and Contractor roles and responsibilities with respect to the Activity;
- Clarify any technical, environmental, commercial, financial, legal and/or regulatory issues identified during the Contractor's initial research and document review; and
- 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 Plan to the Client for review and approval. Within fourteen (14) calendar days following receipt by the Client of the Contractor's proposed Work Plan, the Client shall review and either (i) approve the Work Plan, or (ii) provide comments to the Contractor on the Work Plan. In the event that the Client provides comments to the Contractor on the Work Plan, the Contractor shall revise the Work Plan in accordance with the Client's comments and submit an updated version of the proposed Work Plan to the Client for review and approval. From and after the Client's receipt of the updated Work Plan, the Client will have an additional meeting within a fourteen (14) calendar day period to review the updated Work Plan. This process will continue in an iterative manner until the Client approves the Work Plan.

Subtask 1.4: Internal Data Collection

The Contractor shall meet with relevant Client personnel to gather preliminary information about the following areas:

a) Generation Planning
b) Project Ownership, Execution, and Procurement

c) Project Funding and Financing
d) Project Timeline
e) 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 product created in connection with this Task, including but not limited to the minutes and records from the Commencement Meeting and the approved Work Plan. This Deliverable shall be provided to the Client at the completion of Task 1 and 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 2: Details of Reactor Types Currently Under Development

This Task shall provide the Client with information about the range of SMR technologies currently under development that may be suitable for deployment in Thailand. The purpose of this task is to provide the Client a broad view of the potential reactors that may be deployed in Thailand.

Subtask 2.1: U.S. SMR Designs Overview

The Contractor shall provide the Client an overview of U.S. reactor designs, including light water reactor, sodium fast reactor, molten salt reactors, high temperature gas-cooled reactors, and any other reactor types developed in the U.S. At a minimum, the Contractor shall consider the following reactor designs:

- GE-Hitachi BWRX-300
- Holtec SMR-300
- NuScale Power Module™ (a/k/a VOYGR™)
- TerraPower Natrium®
- Westinghouse AP300
- X-energy Xe-100
- Kairos Power - KP-FHR

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 (as well as any additional project-specific licenses obtained to date), the technology readiness level of the design, accumulated funding to date (by investor or government source), key strategic partners (supply chain, project delivery), non-electrical applications (as judged by steam temperature), whether the vendor is targeting or willing to target export markets, and any reason that the reactor design or vendor would not be appropriate for the Thai market.

Subtask 2.2: Comparison of U.S. SMR Designs and Vendors

The Contractor shall conduct a detailed comparison of U.S. SMR designs, along with vendors, projects, and customers.

This comparison should include, at a minimum, the following terms:

- Size (i.e., MWe per unit, including multi-unit configuration approaches);
- Technical information, as it may be available, regarding heat flow and cooling requirements, and other relevant data;
- Estimated costs, including investment cost and the levelized cost of electricity (LCOE) calculation;
- Thermal output (i.e., type and temperature);
- Nuclear fuel issues:
    - Fuel suppliers and delivery approach, and any risks related thereto, as available;
    - Disposal of spent/used nuclear fuel; and
    - Proliferation resistance;
- Waste management;
- Plant physical dimensions/site size/EPZ;
- Main systems and facilities:
    - Nuclear island design and performance;
    - Balance of plant requirements;
- Technical development status / Technology Readiness Level (TRL);
- Nuclear safety:
    - Any key considerations regarding nuclear safety, safeguards, cybersecurity, and physical security, including considerations for operation in both normal and accident operating conditions;
    - Status of nuclear safety regulatory approval process in all relevant countries;
- Operational considerations:
    - Operational characteristics, including maintenance plan and staffing qualifications and requirements;
    - Capability for flexible output, load following, and alternate products (e.g., hydrogen, desalinated water, industrial heat, as judged by steam temperature);
- Approach to decommissioning;
- Projects in development using the SMR design;
- Supply chain development, including potential partnerships with Thai companies.

Subtask 2.3: Identify Three (3) SMR Designs

Based upon the assessments completed in this Task 2 and consultation with the Client, the Contractor shall identify three (3) SMR designs that the Client may pursue for deployment to Thailand (the "Preferred SMR Designs").

Task 2 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (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 provided to the Client at the completion of Task 2 and 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 3: Sites for SMR Projects

The purpose of this Task is for the Client to identify a set of sites that are expected to be suitable for SMR deployment in Thailand based on the design features of the Preferred SMR Designs, the availability of transmission infrastructure; water availability; distance from load centers; seismicity; logistical access (ports, roads, bridges for getting materials to the site); and the climate resilience of each site.

Subtask 3.1: Assessment of SMR Design Features at Sites

The Client shall provide information on at least four (4) potential sites under alias names. Using the sites identified by the Client, the Contractor shall assess how the Preferred SMR Designs would be deployed on the potential sites, taking into account the recommended MWe output, use of heat energy, water/cooling needs, plant layout, seismicity resilience, logistical access to ports, roads, and bridges, and other factors.

Subtask 3.2: Access to Transmission Lines and Load Centers and Grid Integration Requirements

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. As part of this analysis, the Contractor shall review grid integration requirements, grid codes, and off-site power needs; the load following capability, operational flexibility, and maneuverability of the selected SMR technologies, as well as the balance of plant design and its compatibility with Thailand's power system. This Subtask will determine what transmission infrastructure investment may be required, if any, for the deployment of an SMR at each potential site.

EGAT focuses on two geographically separate sites, and the Contractor should examine alternative development options, including:

- Two separate sites, each with a single SMR unit;
- A single site with two SMR units; or
- Assessment of the maximum capacity per site that represents the most economically reasonable configuration, which may involve more than two SMR units.

Subtask 3.3: Infrastructure Risk Screening

In accordance with the January 2025 USTDA Infrastructure Risk Screening Reference Guide, the Contractor shall review the potential sites determined under Subtask 3.1 for each site's vulnerability to the potential impact of environmental risks and vulnerabilities. This review will include, at a minimum, the site's vulnerability to sea level rise seismic activity and other extreme weather events.

Task 3 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (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 provided to Client at the completion of Task 3 and 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 4: Economic and Financial Assessment

The Contractor shall conduct an economic and financial analysis for the Project. This Task shall include all the costs associated with the implementation of the Project and potential avenues for funding of the program and financing of the project. The Contractor shall provide all relevant information pertaining to the economic and financial analysis of the Project, within the following four Subtasks.

Subtask 4.1: Commercial Model

The Contractor shall recommend an optimal commercial model to support the Project, in a way that enables the Client to move rapidly forward with implementation of the Project Implementation Plan developed through Task 11. This will include the design and construction of a financial model that projects fifteen-year pro forma financial statements of the Project's aggregate profit and loss, cash flow, and a simplified balance sheet, including estimated pricing of any offtake / electricity sales. The commercial model will focus on EGAT as a government utility owner, but will also discuss various other possible commercial models.

Subtask 4.2: Funding and Financing Approach

The Contractor shall gather and make recommendations regarding the following funding and financing options:

- Public and private sector sources of funding;
- Current market trends in the nuclear sector;
- Tax / fiscal programs and development funding;
- Availability of Export Credit Agency ("ECA") debt, outlining their applicability, key eligibility requirements, and structural constraints; and
- Assessment of development finance institution ("DFI") funding options, including multilateral development banks, and the potential role of such institutions in supporting the Project.

Task 4 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) documentation evidencing all work performed under this Task, and (iii) all findings and all work product created in connection with this Task 4. This Deliverable shall be provided to Client at the completion of Task 4 and 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 5: Risk Mitigation Register

This Task will include the development of a both a standardized risk register methodology and a preliminary SMR risk register matrix reflecting the information currently available for the three (3) Preferred SMR Designs. The SMR risk register will be organized 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. The risk register will, at a minimum, address technology risk, construction risk, supply chain risk, regulatory and legislative certainty risk, nuclear liability risk, credit risk, offtake risk, human resources risk, and cost management risk.

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 and included in a redacted form in the public-facing version of the Final Report.

Task 6: Legal, Regulatory, and Institutional Capacity Assessment

Subtask 6.1: Legal and Regulatory Assessment

The Contractor shall assess the regulatory and legal framework for the Client's implementation of the Project in Thailand. 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. If aspects of the Project —whether the responsibility of the Client, its engineering, procurement and construction contractor(s) or any other Project stakeholders — require legal or regulatory actions that are not currently supported by Thailand's legal and regulatory framework, the Contractor shall identify these gaps and recommend methods to address them as part of the Project implementation plan.

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

The Legal and Regulatory Assessment (the "LRA") shall cover:

- International treaty obligations and any regional commitments;
- Thai laws, policies, regulations and white papers related to nuclear power plant deployment, including SMR deployment;
- Regulations, like environmental regulations and foreign direct investment regulations, that may impact SMR deployment in Thailand.

For this purpose, the Contractor shall carry out the following specific actions:

- Development of a list of the applicable laws and regulations determining the existing nuclear regulatory framework in Thailand;
- Gaps analysis of applicable laws and regulations in comparison with international standards; and
- Identification of any misalignment of current regulations and laws relative to the implementation of nuclear-specific regulations and laws.

The Contractor shall carry out the review against the current Thai nuclear legal and regulatory framework. The review shall take into consideration the latest IAEA, ASEANTOM, and other international guidance and reports when applicable to the review purpose.

Subtask 6.2: Institutional Capacity Assessment

The Contractor shall develop an institutional capacity assessment (the "ICA") for the Project outlining the Client's optimal organization structure and identify the manpower distribution (workforce) by year, including a detailed breakdown by discipline, covering the period from pre-project activities through the operation and maintenance phases for each reactor design. The Client shall provide a comprehensive overview of existing and future organizational planning to inform the Contractor's recommendations.

Task 6 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) an executive summary, (ii) the LRA, (iii) the ICA, (iv) documentation evidencing all work performed under this Task, (v) a list of all of the data sources used, along with electronic copies of all data, documentation and original source files for such Deliverable, and (vi) all findings and all work product created in connection with this Task. This Deliverable shall be provided to Client at the completion of Task 6 and 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: Preliminary Environmental and Social Impact Assessment

The Contractor shall develop a preliminary environmental and social impact assessment (the "PESIA") for the Project taking into account the Preferred SMR Designs and the sites recommended under Subtask 3. 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 Thailand'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 subsequent to the completion of the Activity and prior to Project implementation.

Task 7 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 provided to Client at the completion of Task 7 and 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: 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 provides a list of the anticipated development impacts from the implementation of 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.

Category	Indicator	Description	Anticipated Outcome
Infrastructure Development and Efficiency Gains	New Clean Energy Capacity	The Project supports the development of two new 300 MW SMR electricity generation facilities. If the Study results indicate a different estimate of the operational capacity factor (e.g. due to vendor specific configurations or use of new nuclear capacity in load-following mode), this measure should be updated.	600 MW

These Developmental Impact measure outcomes are based on an annual average capacity factor of 90% in baseload operation mode.

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 the realization of 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 that the projected development impacts are viable and measurable.

Task 8 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 provided to Client at the completion of Task 8 and 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: U.S. Sources of Supply Analysis

The Contractor shall develop a U.S. Sources of Supply Analysis (the "USSSA"), taking into account the Preferred SMR Designs. The USSSA shall include a list of U.S. suppliers of goods and services that would be relevant to the implementation of the Project. The list may also include potential U.S. sources of services that the Client may need for the successful technical and commercial operation of the Project.

The Contractor shall identify at least twenty (20) potential U.S. suppliers total across different categories of the goods and services required for the Project including but not limited to the Nuclear island, Balance-of-Plant, Integrated Control Systems, Instrumentation & Control Systems, Cooling Systems, Nuclear Fuel Services, Nuclear Fuel Storage Solutions, Radioactive Waste Management, and Safety Systems. 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 Thailand.

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 stage of development of the Project in this Study, 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 9 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 product created in connection with this Task. This Deliverable shall be provided to Client at the completion of Task 9 and 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: Stakeholder Engagement Plan

The Contractor shall develop a Stakeholder Engagement Plan. Key stakeholders will include the Office of Atoms for Peace (OAP), the Thailand Institute of Nuclear Technology (TINT), the Energy Regulatory Commission (ERC), and other relevant authorities and agencies. The purpose of this Task is to provide the Client with a plan to conduct effective public outreach, community liaison, and stakeholder engagement.

The Stakeholder Engagement Plan will provide, at a minimum, the following:

- Identification of relevant stakeholders from the public and private sector;
- Engagement strategy for each group, including the method of engagement (workshop, survey, meeting), the level of engagement (inform, consult), and frequency;
- Resource and responsibility allocation to identify who is responsible for engagement and the resource requirements for the recommended engagement;
- A process for stakeholders to express any concerns regarding the Project and a means to resolve those concerns; and
- Monitoring and reporting procedures to determine the effectiveness of stakeholder engagement.

Task 10 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) the Stakeholder Engagement Plan; (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 provided to Client at the completion of Task 10 and 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: Project Implementation Plan and Final Presentation

Subtask 11.1: Project Implementation Plan

The Contractor shall prepare a comprehensive Project Implementation Plan ("PIP"). As part of the PIP 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 draft PIP, including any revisions, has been approved by the Client, the Contractor shall develop a final version of the PIP. The Contractor shall submit the PIP to the Client in PDF, with supporting documentation submitted in PDF and in the original electronic format in which it was generated.

The PIP must include:

- An overview of key Activity findings and recommendations for the Project, including relevant explanations and justifications;
- A project management plan to address quality management, resource management and performance management procedures;
- A description of each step that the Client will need to take following the completion of the Activity in order to implement the Project, corresponding to the following phases:
    - Engagement with the Government of Thailand on the legal and regulatory framework development of nuclear power plants;
    - Engagement with the Office of Atoms for Peace on licensing of reactor designs, nuclear power plant sites, and nuclear power plant operators;
    - Potential environmental permitting and site permitting requirements;

    - Supply chain and procurement management for the Project;
    - Recommended contracting strategy for the Project; and
    - Monitoring and evaluation;
- A schedule for implementing the Project, including phasing and milestones;
- A budget and capital investment plan for the Project;
- Key performance indicators for the Project implementation phase, including their baseline measurements and proposed annual targets; and
- A detailed risk assessment covering the following categories of risk, at a minimum: construction, security, operational, demand and supply, technology, fiscal, regulatory, funding, site selection, contracting and completion. The risk assessment must evaluate the source, likelihood and severity of each risk, and provide detailed preventive and mitigation measures for each identified risk associated with the Project to reduce such risks as much as is reasonably possible, as determined by the Client and Contractor.

The PIP must reference all aspects of Project implementation, including:

- Execution of all necessary agreements (including offtake agreements) and financing arrangements; and
- Procurements of goods and services.

Subtask 11.2: Final Presentation

The Contractor shall deliver a presentation on the PIP to the Client in-person (at the Client's main offices or another mutually agreed upon location in Thailand) or via similar means (the "Final Presentation"). Participants for the Final Presentation must include, at a minimum, the Contractor and the Client. 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:

- Provide an agenda and any relevant handouts and presentation materials for all meeting attendees;
- Present the final PIP; and
- 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 for the Final Presentation. The Client shall invite the attendees, 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 into the PIP any substantive feedback provided by the Client during the Final Presentation. If the PIP does substantively change as a result of feedback received following the Final Presentation, the Contractor shall provide the updated PIP to the Client within fourteen (14) calendar days following the Final Presentation to the Client. The Client shall review and either (i) approve the PIP, or (ii) provide comments to the Contractor on the PIP. In the event

that the Client provides comments to the Contractor on the PIP, the Contractor shall revise the PIP in accordance with the Client's comments and submit an updated version of the proposed PIP to the Client for review and approval. From and after the Client's receipt of the updated PIP, the Client will have an additional fourteen (14) calendar day period to review the updated PIP. This process will continue in an iterative manner until the Client approves the PIP.

Task 11 Deliverable: The Contractor shall prepare and deliver to the Client a written report that contains: (i) the PIP, (ii) documentation evidencing all work performed under this Task, to include minutes and records from the Final Presentation, and (iii) all findings and all work product created in connection with this Task. This Deliverable shall be provided to Client at the completion of this Task and shall be included as a stand-alone chapter in 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 to the Final Report as a whole, and provide a summary for each Task under these Terms of Reference.

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.

Prior to submission of the Final Report to the Client or USTDA, the Contractor shall mark all export-controlled information in the confidential version of the Final Report and exclude any such information from the public version of the Final Report.

Task 12 Deliverable: The Contractor shall prepare and deliver the Final Report to the Client 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 Electricity Generating Authority of Thailand (the "Client"), dated as of _____ (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 perform the pre-feasibility study (the "Activity") related to the proposed deployment of approximately 600 megawatts of small modular reactor ("SMR") capacity (the "Project") located in Thailand (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 and prior to USTDA issuing a written notice lifting the suspension, 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)(c) below.

(3) Invoice Approval Procedures

The Contractor shall submit mobilization and performance milestone payment 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. The Contractor will receive instructions on submitting the final invoice once USTDA has accepted the Final Report and no additional revisions are required.

(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 for mobilization and milestone payment Invoices, 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) The Contractor will receive instructions on submitting the final invoice once USTDA has accepted the Final Report and no additional revisions are required. For the final Invoice, the Contractor shall submit an Invoice with reference to the applicable Final Report Deliverable (as defined in Annex I of this Contract), the requested payment amount, and the fiscal data set forth in Clause M.

(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."

(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 shall be made

publicly available by USTDA. Mention of this license shall be included in the inside cover page of the Final Report as described in Section I(4)(b) below.

(3) Final Report Submission Requirements

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

(a) One complete electronic copy of the Final Report for USTDA's internal records in a single commonly accessible read-only file (such as PDF), as well as any supporting documents as required by the Terms of Reference. 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 name the Confidential Version of the Final Report in accordance with the requirements of Clause I(4)(c) below.

(b) One electronic copy of the Final Report suitable for public distribution (the "Public Version"), in a single commonly accessible read-only file (such as PDF), as well as any supporting documents as required by the Terms of Reference that are deemed to be suitable for public distribution. 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. The Contractor shall certify to USTDA in writing, that the Public Version of the Final Report does not contain any export-controlled information. 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 name 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) The copy of the Terms of Reference in its entirety with each requirement annotated with the page number of the Final Report in which the requirement is met ("Crosswalk").

(d) The Contractor's certification regarding completion of the Final Report pursuant to the Terms of Reference shall be included as a separate document included along with the Final Report submission which states:

> "The Contractor certifies to USTDA that it has completed all work described in the Terms of Reference in accordance with the terms of its Contract with the Client. 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."

(e) The Client's certification that the Client has approved the Final Report shall be included as a separate document along with the submission of the Final Report to USTDA which states:

> "The Client certifies to USTDA that the Contractor has performed all work 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."

(f) A completed Final Report submission checklist form, noting all documents that are part of the Final Report submission. This form will be provided by USTDA.

(g) The Final Report (both Confidential and Public Versions), the Crosswalk, Final Report submission checklist, Contractor's certification of the Final Report completion, and certification of the Client's approval of the Final Report shall all be submitted to USTDA via a web-based portal.

The Contractor will receive instructions on submitting the final invoice once USTDA has accepted the Final Report and no additional revisions are required.

(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, separated only by hyphens, no spaces): (i) the name of the Host Country, (ii) the USTDA Activity number set forth among the fiscal data in Clause M, and (iii) the document type, such as Final-Report. In the case of any electronic file containing a Confidential Version of the Final Report, the Contractor shall include the term "Confidential" 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" 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 the Client's certification that the Client has approved the Final Report, prepared and submitted in accordance with Clause G.

(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 expressly 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:	indopacific@ustda.gov

Fiscal Data:

Activity No.:	2026 – 31027A
Reservation No.:	2026187
Obligation No.:	1131PL26GH31187

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. This shall include 10 CFR Part 110, 10 CFR part 810, U.S. Department of Commerce regulations, and all other applicable U.S. export controls. 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.

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 Desk Study/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 Plan Finalization	$302,458.33	14%
Task 2: Details of Reactor Types Currently Under Development	$206,718.33	10%
Task 3: Sites for SMR Projects	$257,288.33	12%
Task 4: Economic and Financial Assessment	$229,568.33	11%
Task 5: Risk Mitigation Register	$166,678.33	8%
Task 6: Legal, Regulatory, and Institutional Capacity Assessment	$268,318.33	13%
Task 7: Preliminary Environmental and Social Impact Assessment	$42,246.33	2%
Task 8: Development Impact Assessment	$24,998.33	1%
Task 9: U.S. Sources of Supply Analysis	$50,870.33	2%
Task 10: Stakeholder Engagement Plan	$123,558.33	6%
Task 11: Project Implementation Plan and Final Presentation	$302,858.33	14%
Task 12: Final Report	$147,618.33	7%
Total:	**$2,123,180.00**	**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 Contactor 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.