



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

PUBLIC AFFAIRS

August 9, 2010

In reply refer to: DK-7

Dan Seligman
Attorney at Law
Columbia Research Corporation
PO Box 99249
Seattle, WA 98139

RE: FOIA #BPA-2010-01614-F

Dear Mr. Seligman:

This is a final response to your request for information that you made to Bonneville Power Administration (BPA) under the Freedom of Information Act (FOIA).

You requested the following:

1. A copy of all contracts between BPA and the Northwest Hydrogen Alliance (the "Alliance")
2. Documents showing how much money BPA paid to the Alliance each year since its inception in 2002. It could be in a table showing annual expenditures by year.

Response:

BPA has provided the responsive documents in their entirety. There is no charge for your request.

I appreciate the opportunity to assist you with this matter. If you have any questions about this letter, please contact Laura M. Atterbury, FOIA/Privacy Act Specialist, at 503-230-7305.

Sincerely,

A handwritten signature in cursive script that reads "Christina J. Munro".

Christina J. Munro
Freedom of Information Act/Privacy Act Officer

Enclosure(s): Responsive Documents

CONTRACT

Mail Invoice To:

See Page 2

Contract : 00043922
Release :
Page : 1

Vendor:
NORTHWEST HYDROGEN ALLIANCE INC
321 SE ALDER STREET #7
PORTLAND OR 97214

Please Direct Inquiries to:

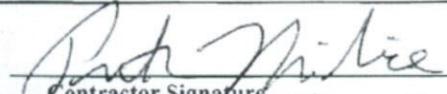
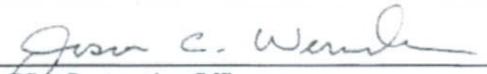
JASON C. WEINSTEIN
Title: CONTRACT SPECIALIST
Phone: 503-230-3892
Fax : 503-230-4508

Attn: PRESTON MICHIE

Contract Title: HYDROGEN HUBS IN THE PACIFIC NORTHWEST FEASIBILITY STUDY

Total Value : \$50,000.00
Pricing Method: COST SHARE (NO FEE)
Performance Period: 11/06/09 - 03/31/10

**** NOT TO EXCEED ****
Payment Terms: % Days Net 30

 Contractor Signature	 BPA Contracting Officer
Preston Michie / Executive Printed Name/Title	11/06/2009 Date Signed
11/6/09 Date Signed	Director

**CONTRACT CONTINUATION SHEET****CONTRACT # 43922****HYDROGEN HUBS IN THE PACIFIC NORTHWEST FEASIBILITY STUDY**

BPA Contracting Officer's Representative	Jason Weinstein	(503) 230-3892	jcweinstein@bpa.gov
BPA Contracting Officer's Technical Representative	Joseph Cade	(503) 230-5997	jfcade@bpa.gov
Contractor's Representative	Jack Robertson	(503) 721-0591	JDNGlobal@aol.com

1. Contract Contents:
 - A. Signature Page
 - B. Continuation Sheet
 - C. Schedule, Contract Clauses, Statement of Work

2. Mail invoices marked with contract number to:

BONNEVILLE POWER ADMINISTRATION
ATTN: JOE CADE, DE-3
PO BOX 3621
PORTLAND, OR 97208

(END OF CONTRACT CONTINUATION SHEET)

CONTRACT 43922

HYDROGEN HUBS IN THE NORTHWEST FEASIBILITY STUDY

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UNIT 1 — SCHEDULE

**CONTRACT TYPE (7-1)
(SEP 98)(BPI 7.1.9)**

This is a Cost Share No Fee type contract.

**SCHEDULE OF PRICES (22-51M)
(AUG 09)**

The Contractor shall provide all labor, materials, supplies, services and resources necessary to complete all work in accordance with the Contract and the Statement of Work:

<u>Item No.</u>	<u>Description</u>	<u>Contributions from Other Sources</u>	<u>BPA Contribution Not to Exceed</u>	<u>Sum of all Contributions</u>
001	HYDROGEN HUBS FEASIBILITY STUDY	\$160,000.00	\$50,000.00	\$210,000.00

**SCIENTIFIC AND TECHNICAL INFORMATION REPORTING REQUIREMENTS (14-15)
(SEP 98)(BPI 14.14.1)**

- (a) The contractor shall prepare scientific and technical information developed as a result of this contract in accordance with the required report format for publications. A 50 to 300 word abstract (summary) of the report must also be provided. The contractor shall coordinate with the Contracting Officer's Technical Representative (COTR) for preparation and transmittal of the electronic copy of the required deliverables. Recognized electronic document interchange formats include HTML, Postscript, and PDF.
- (b) The COTR shall forward electronic form DOE F 241.1 plus two (2) paper copies of the final report to the BPA Library.

**KEY PERSONNEL (23-2)
(SEP 98)(BPI 23.1.6)**

The personnel listed below are considered to be essential to the work being performed hereunder. No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

Mr. Jack Robertson	Chairman	Northwest Hydrogen Alliance
Mr. Preston Michie	Executive Director	Northwest Hydrogen Alliance; President Preston Michie & Associates LLC
Dr. John Holbrook	Principal Scientist ; President	AmmPower LLC.

**COST SHARE NO FEE CONTRACT (7-100)
(AUG 09)(BPI 7.1.6)**

- (a) BPA shall not pay to the Contractor a fee for performing this contract.

UNIT 2 — CONTRACT CLAUSES

PAYMENT AND TAXES

ELECTRONIC FUNDS TRANSFER PAYMENT (22-20) (OCT 07)(BPI 22.6.2)

- (a) Payment Method. Payments under this contract, including invoice and contract financing payments, will be made by electronic funds transfer (EFT). Contractors are required to provide its taxpayer identification number (TIN) and other necessary banking information as per paragraph (c) of this clause to receive EFT payment.
- (b) Contractor EFT arrangement with a financial institution or authorized payment agent. The Contractor shall designate to BPA, as per paragraph (c) of this clause, and maintain at its own expense, a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under all BPA contracts, unless the BPA Vendor File Maintenance Team is notified of a change as per paragraph (d) of this clause. An initial designation should be submitted after award, but no later than three weeks before an invoice or contract financing request is submitted for payment.
- (c) Submission of EFT banking information to BPA. The Contractor shall submit EFT enrollment banking information directly to BPA Vendor File Maintenance Team, using Substitute IRS Form w9e, Request for Taxpayer Identification Number and Certification. This form is available either from the Contracting Officer(CO) or from the Vendor File Maintenance Team. Submit completed enrollment form to the Vendor Team. Contact and mailing information:
- Bonneville Power Administration
PO Box 491
ATTN: NSTS - MODW Vendor Maint.
Vancouver, WA 98666-0491
- E-mail Address: VendorMaintenance@BPA.gov
Phone: (360) 418-2800
Fax: (360) 418-8904
- (d) Change in EFT information. In the event that EFT information changes or the Contractor elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Contractor shall be responsible for providing the changed information to the BPA Vendor File Maintenance Team office. The Vendor Maintenance Team must be notified 30 days prior to the date such change is to become effective.
- (e) Suspension of Payment. BPA is not required to make any payment under this contract until receipt of the correct EFT payment information from the Contractor.
- (f) EFT and prompt payment. BPA shall pay no penalty on delay of payment resulting from defective EFT information. BPA will notify the Contractor within 7 days of its receipt of EFT information which it determines to be defective.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the Assignment of Claims clause of this contract, the assignee shall provide the assignee's EFT information required by paragraph (c) of this clause.

**BASIS OF PAYMENT -- COST-REIMBURSEMENT (22-5)
(SEP 03)(BPI 22.1.3)**

(a) Invoicing.

BPA shall make payments to the Contractor when requested as work progresses in amounts determined to be allowable by the CO. The Contractor shall substantiate invoices by evidence of actual payment and in such form and reasonable detail as required by the CO.

(b) Reimbursing costs.

(1) Costs under this contract will be reimbursed in accordance with BPI Part 13. For the purpose of reimbursing allowable costs (except with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -

(A) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(B) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(i) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(ii) Direct labor;

(iii) Direct travel. Costs incurred for lodging, meals, and incidental expenses shall be considered reasonable to the extent that they do not exceed on a daily basis the per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States. Airline costs will be reimbursed on an actual cost basis to the extent determined reasonable and allocable under Part 13 of the BPI. Any variation from these requirements must be approved by the CO. Contractors may request a letter from the CO authorizing access to airline, lodging, or other rates negotiated for government travel to the extent such authorization is honored by the service providers;

(iv) Other direct in-house costs; and

(v) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts.

(C) The amount of progress payments that have been paid to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension, profit-sharing, or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; provided, that the Contractor pays contributions to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of the period shall not be included until the contractor actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Contractor actually makes the payment.

(3) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to BPA shall be disregarded for purposes of cost reimbursement under this clause.

(c) Final indirect cost rates.

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- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with BPI Part 13 in effect for the period covered by the indirect cost rate proposal.
- (2) The Contractor shall, within 90 days after the expiration of each of its fiscal years, or by a later date approved by the CO, submit to the audit activity responsible for negotiating its final indirect cost rates, proposed final indirect cost rates for that period and supporting cost data specifying the contract and/or subcontract to which the rates apply. The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate BPA representative and Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (3) The Contractor and the appropriate BPA representative shall execute a written agreement setting forth the final indirect cost rates. The agreement shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The agreement is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(d) Billing rates.

Until final annual indirect cost rates are established for any period, BPA shall reimburse the Contractor at billing rates established by the CO or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(e) Quick-close-out procedures.

When the Contractor and CO agree, the quick-close-out procedures of BPI Subpart 14.17.5 shall be used.

(f) Audit.

At any time or times before final payment, the CO may have the Contractor's invoices or statements of cost audited. Any payment may be (1) reduced by amounts found by the CO not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(g) Final payment.

- (1) The Contractor shall submit an invoice marked "Final Invoice", promptly upon completion of the work. Upon approval of that invoice, and upon the Contractor's compliance with all terms of this contract, the BPA shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to BPA any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by BPA. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the CO. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver an assignment to BPA of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by BPA under this contract.

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INDIRECT COST RATE AGREEMENT (22-100) (SEP 09)(BPI 22.1.3)

- (a) Contractor's indirect cost rate billable under this Contract shall be ten percent (10%) of direct expenses.

PAYMENT (22-12) (NOV 08)(BPI 22.2.5)

- (a) Payment Due Date. Payment (including partial payments or progress payments, if authorized, shall be due not later than thirty (30) calendar days after the later of the date on which BPA actually receives a proper invoice in the designated billing office or the date when the items delivered or completed services are accepted by BPA. According to the Prompt Payment Act, a proper invoice to a Federal Agency is to include bank account information requisite to enable Electronic Funds Transfer (EFT) as method of payment. For purposes of payment only, items will be deemed accepted not later than seven (7) working days after proper delivery. If delivered items or completed services are found defective, the provisions of this paragraph will be reapplied upon receipt of a corrected item or service.
- (b) Billing Instructions.
- (1) Invoices must include the contractor's name and address, invoice date, contract number, task order number (if applicable), contract line item number, description of products delivered or work performed, price and quantity of item(s) actually delivered or rendered (amounts billed for work performed under a task order must be separately identified by task order number), and the name and address of the person to whom payment will be made, and name (where practicable), title, phone number, mailing address of person to be notified in event of a defective invoice and bank account information required to enable Electronic Funds Transfer (EFT) as method of payment (Invoices will not require banking information if the contractor has that information on file at BPA). Failure to submit a proper invoice may result in a delay in payment including a rejection of invoice pending receipt of a properly amended invoice.
- (2) Contractors may bill monthly, or at more frequent intervals as may be agreed to by the CO.
- (c) Payment Method. Payments under this contract will be made by electronic funds transfer whenever possible, or by check in very limited circumstances, at the option of BPA.
- (d) Prompt Payment Act. This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 et seq.), and regulations at 5 CFR Part 1315.
- (e) Interest Penalty Payments. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611).

CONTRACT CEILING LIMITATION (22-7) (SEP 98)(BPI 22.1.3)

- (a) The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the contract ceiling. The contract ceiling includes all estimated costs (both direct and indirect) and any fee allowance. If this is a cost-sharing contract, the contract ceiling includes both BPA's and the Contractor's share of the cost.
- (b) Notification of CO. The Contractor shall notify the CO in writing at the first indication that the total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.
- (c) Revised Estimate. As part of the notification, the Contractor shall provide the CO a revised estimate of the total cost of performing this contract.

BONNEVILLE POWER ADMINISTRATION

- (d) Contract Ceiling.
 - (1) BPA is not obligated to reimburse the Contractor for costs incurred in excess of the contract ceiling specified in the Schedule or, if this is a cost-sharing contract, the estimated cost to BPA specified in the Schedule; and
 - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the contract ceiling specified in the Schedule, until the CO notifies the Contractor in writing that the contract ceiling has been increased.
- (e) No notice, communication, or representation, or from any person other than the CO, shall affect this contract's contract ceiling.
- (f) If this contract is terminated or the contract ceiling is not increased, BPA and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

INTEREST ON AMOUNTS DUE BPA (22-13) (SEP 98)(BPI 22.3.1)

- (a) Notwithstanding any other clause of this contract, all amounts that become payable by the Contractor to BPA under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six month period as fixed by the Secretary until the amount is paid.
- (b) Amounts shall be due at the earliest of the following dates:
 - (1) The date fixed under this contract;
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination;
 - (3) The date BPA transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt; and
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification;
- (c) Payment will be due within 30 days of the date of the invoice. The collection actions available under the Debt Collection Act of 1982 (Public Law 97-365), as amended, and the revised Federal Claims Collections Standards (4 CFR 102), will be utilized. Administrative charges and penalties will be charged in accordance with 31 USC 3717, except where prohibited or explicitly provided for by statute or regulation required by statute.

GENERAL CONTRACT ADMINISTRATION

APPLICABLE REGULATIONS (1-1) (NOV 08)(BPI 1.3.1)

Purchases made by the Bonneville Power Administration are subject to the policies and procedures outlined in the Bonneville Purchasing Instructions. The BPI is available without charge on the Internet at <http://www.bpa.gov>.

Copies are available for purchase from the Head of the Contracting Activity. The public may purchase unbound copies of the BPI from the Head of the Contracting Activity – DGP-7, Bonneville Power Administration, P.O. Box 3621, Portland, Oregon 97208. The cost is \$30.00. Subscriptions are not available.

SUBCONTRACTS (14-7)
(SEP 98)(BPI 14.9.1)

The Contractor shall not subcontract any work without prior approval of the Contracting Officer, except work specifically agreed upon at the time of award. BPA reserves the right to approve specific subcontractors for work considered to be particularly sensitive. Consent to subcontract any portion of the contract shall not relieve the contractor of any responsibility under the contract.

CONTRACT ADMINISTRATION REPRESENTATIVES (14-2)
(SEP 98)(BPI 14.3.2)

- (a) In the administration of this contract, the Contracting Officer may be represented by one or more of the following: Contracting Officer's Representative for administrative matters, and Contracting Officer's Technical Representative, Receiving Inspector, and/or Field Inspector for technical matters.
- (b) These representatives are authorized to act on behalf of the Contracting Officer in all matters pertaining to the contract, except: (1) contract modifications that change the contract price, technical requirements or time for performance, unless delegated field modification authority (see clause 24-25); (2) suspension or termination of the Contractor's right to proceed, either for default or for convenience of BPA; and (3) final decisions on any matters subject to appeal, as provided in a disputes clause. In addition, Field Inspectors may not make final acceptance under the contract.

STOP WORK ORDER (14-14)
(SEP 98)(BPI 14.12.1)

- (a) The Contracting Officer may order the Contractor to suspend all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of BPA.
- (b) The contractor shall immediately comply with the Contracting Officer's order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order.
- (c) If a stop work order is issued for the convenience of BPA, the Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, if the order results in a change in the time required for, or the costs properly allocable to, the performance of any part of this contract.
- (d) A claim under this clause shall not be allowed (1) for any cost incurred more than 20 days before the Contractor notified the Contracting Officer of the basis of the claim in writing, and (2) unless the claim stating the amount of time or money requested, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

BONNEVILLE POWER ADMINISTRATION

PRICING OF ADJUSTMENTS (14-12) (SEP 98)(BPI 14.10.5.1.1)

When costs are a factor in any determination of a contract price adjustment pursuant to the Changes clause or any other modification in connection with this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 13 of the Bonneville Purchasing Instructions which are in effect on the date of this contract.

ORDER OF PRECEDENCE (14-3) (SEP 98)(BPI 14.4.1.1)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications or statement of work); (b) contract clauses; (c) the specifications or statement of work; and (d) other documents, exhibits, and attachments.

STANDARDS OF CONDUCT AND BUSINESS PRACTICES

ORGANIZATIONAL CONFLICTS OF INTEREST (3-2) (SEP 98)(BPI 3.4.6)

- (a) The offeror or contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts which could give rise to organizational conflicts of interest, as defined in BPI 3.4.1, and that the offeror or contractor has disclosed all relevant information to the Contracting Officer.
- (b) The offeror or contractor agrees that, if after award, an organizational conflict of interest with respect to this contract is discovered, an immediate and full disclosure in writing shall be made to the Contracting Officer which shall include a description of the action which the contractor has taken, or proposes to take, to avoid or mitigate such conflicts.
- (c) In the event that the contractor was aware of an organizational conflict of interest prior to the award of this contract and did not disclose the conflict to the Contracting Officer, BPA may terminate the contract for default.
- (d) The provisions of this clause shall be included in all subcontracts for work to be performed in aid of the services provided by the prime contractor, and the terms "contract," "contractor," "Contracting Officer" modified appropriately.

RESTRICTION ON COMMERCIAL ADVERTISING (3-9) (OCT 05) (BPI 3.8.1)

The Contractor agrees that without the Bonneville Power Administration's (BPA) prior written consent, the Contractor shall not use the names, visual representations, service marks and/or trademarks of the BPA or any of its affiliated entities, or reveal the terms and conditions, specifications, or statement of work, in any manner, including, but not limited to, in any advertising, publicity release or sales presentation. The Contractor will not state or imply that the BPA endorses a product, project or commercial line of endeavor.

PATENTS, DATA, AND COPYRIGHTS

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AUTHORIZATION AND CONSENT (17-1) (SEP 98)(BPI 17.2.1)

- (a) BPA authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or subcontract at any tier.
- (b) BPA authorizes and consents to all use of any work protected under the copyright laws of the United States in the performance of this contract or subcontract at any tier.
- (c) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (d) The terms of this clause shall apply to subcontracts at any tier whether or not incorporated into such subcontracts.

PATENT RIGHTS (17-2M) (OCT 09)(BPI 17.3.5.1)

- (a) Definitions.
 - (1) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).
 - (2) "Made," when used in relation to any invention, means the conception or first actual reduction to practice of such invention.
 - (3) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
 - (4) "Practical application" means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
 - (5) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 12 CFR 121.3-12, respectively, will be used.
 - (6) "Subject invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract.
- (b) Allocation of principal rights. The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the BPA shall have a non-exclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of BPA the subject invention throughout the world.
- (c) Invention disclosure, election of title, and filing of patent application by contractor.
 - (1) The Contractor will disclose each subject invention to BPA within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure to the agency shall be in

BONNEVILLE POWER ADMINISTRATION

the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the contractor will promptly notify BPA of the acceptance of any manuscript describing the invention for publication or of any sale or public use planned by the Contractor.

- (2) The Contractor will elect in writing whether or not to retain title to any such invention by notifying BPA within 2 years of disclosure to the agency. However, in any case where publication, or sale or public use has initiated the 1 year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by BPA to a date that is no more than 60 days prior to the end of the statutory period.
 - (3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within 1 year after election of title, or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
 - (4) Requests for extension of the time for disclosure election, and filing under subparagraphs (c) (1), (2), and (3) of this clause may, at the discretion of BPA, be granted.
- (d) Conditions when the government may obtain title. The Contractor will convey to BPA, upon written request, title to any subject invention-
- (1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that BPA may only request title within 60 days after learning of the failure of the Contractor to disclose or elect within the specified times.
 - (2) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of BPA, the Contractor shall continue to retain title in that country.
 - (3) In any country in which the Contractor decided not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.
- (e) Minimum rights to contractor and protection of the Contractor right to file.
- (1) The Contractor will retain a non-exclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sub licenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of BPA, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.
 - (2) The Contractor's domestic license may be revoked or modified by BPA to the extent necessary to achieve expeditious practical application of subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and agency licensing regulations

(if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of BPA to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

- (3) Before revocation or modification of the license, BPA will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by BPA for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR Part 404 and BPA regulations, if any, concerning the licensing revocation or modification of the license.

(f) Contractor action to protect the government's interest.

- (1) The Contractor agrees to execute or to have executed and promptly deliver to BPA all instruments necessary to-

(A) Establish or confirm the rights the government has throughout the world in those subject inventions to which the Contractor elects to retain title, and

(B) Convey title to BPA when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.

- (2) The Contractor agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters, and in a format suggested by the Contractor, each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent application prior to U.S. or foreign statutory bars.

- (3) The contractor will notify BPA of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

- (4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "The invention was made with Government support under (identify the contract) awarded by U.S. Dept. of Energy, Bonneville Power Administration. The Government has certain rights in the invention."

(g) Subcontracts.

- (1) The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

- (2) The Contractor will include in all other subcontracts, regardless of tier, for experimental, developmental, or research work, a patent rights clause.

- (3) In the case of subcontractors, at any tier, BPA, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.
- (h) Reporting on utilization of subject inventions. The Contractor agrees to submit, on request, periodic reports (no more frequently than annually) on the utilization of subject inventions or on efforts to obtain such utilization instigated by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as BPA may reasonably specify. The Contractor also agrees to provide such additional reports as may be requested by BPA in connection with any march-in proceeding undertaken by BPA in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), BPA agrees it will not disclose such information to persons outside the Government without the permission of the Contractor.
- (i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by BPA upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.
- (j) March-in rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, BPA has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of BPA to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a non-exclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, that BPA has the right to grant such a license itself if BPA determines that-
- (1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
 - (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;
 - (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or
 - (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it agrees that-
- (1) Rights to a subject invention in the United States may not be assigned without the approval of BPA, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

- (2) The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision of whether or not to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business applicants. The Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(4).

**RIGHTS IN DATA – DEFINITIONS (17-100)
(AUG 09) (BPI 17.3.5.1)**

Data first produced in the performance of this contract is the feasibility study report produced by Contractor and delivered to BPA

**RIGHTS IN DATA (17-3)
(OCT 05)(BPI 17.4.2.1; 17.4.3.1)**

- (a) Allocation of rights. Except as otherwise provided in this clause, BPA shall have the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so, in--
 - (1) All data first produced in the performance of this contract; and
 - (2) Data delivered under this contract (except for proprietary computer software) that constitute manuals or instructional and training material for installation, operation or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract.
- (b) Copyright.
 - (1) Data First Produced in the Performance of the Contract. The Contractor may establish claim to copyright subsisting in any data first produced in the performance of this contract. The Contractor grants to the Government, and others acting on its behalf, a paid-up non-exclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
 - (2) Data Not First Produced in the Performance of this Contract. The contractor should not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains a copyright notice, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (b)(1) of this clause;
- (c) Release, publication and use of data.

- (1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless otherwise expressly set forth in this contract.
- (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
- (d) Omitted or incorrect markings. Data delivered to BPA without a limited rights notice or a copyright notice shall be deemed to have been furnished with unlimited rights, and BPA assumes no liability for the disclosure, use, or reproduction of such data.
- (e) Protection of limited rights data and proprietary computer software. If the Offeror/Contractor desires to protect data and computer software that embody trade secrets or are commercial or financial and confidential or privileged, that are specified to be delivered under this contract, the Offeror/Contractor shall identify such data and computer software to the Contracting Officer as limited rights data. Limited rights data that are formatted as a computer data base for delivery to BPA are to be treated as limited rights data and not proprietary computer software. All markings to proprietary computer software must be in human-readable form that can be readily and visually perceived and in addition may be in machine-readable form as appropriate and feasible under the circumstances. These markings must be affixed by the contractor to the proprietary computer software before its delivery to BPA. The Contracting Officer may require the delivery of such limited rights data and computer software. If delivery of such data and computer software is so required, the Contractor may affix the following "Limited Rights Notice" to the data, and BPA will thereafter treat the data and computer software in accordance with such Notice:

LIMITED RIGHTS NOTICE

- (a) These data are submitted with limited rights under BPA Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that BPA may disclose these data outside the Government for the following purposes, if any, provided that BPA makes such disclosure subject to prohibition against further use and disclosure: (COs may list additional purposes or if none, so state).
- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of Notice)

- (f) Subcontracting. The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractors obligations to BPA under this contract. If a subcontractor refuses to accept terms affording BPA such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer, and shall not proceed with subcontract award without further authorization.
- (g) Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**RIGHTS IN DATA – RESTRICTIONS (17-200)
(AUG 09) (BPI 17.3.5.1)**

Notwithstanding Clauses 17-100 and 17-3, BPA shall not distribute copies of the data first produced in the performance of this Contract to the public and/or parties outside of BPA.

TERMINATION

**TERMINATION FOR THE CONVENIENCE OF BPA (20-2)
(MAY 07)(BPI 20.4.1)**

- (a) BPA may terminate all or any part of this contract, at any time, upon written notice to the contractor. Upon receipt of the termination notice, the contractor shall stop work on the terminated portion of the contract.
- (b) The contract amount shall be revised as a result of termination under this clause. On fixed-price contracts the revised amount shall not exceed the pre-termination contract price, excluding payments already received, plus reasonable termination expenses. On cost-reimbursement contracts it will not exceed the total of allowable and allocable costs of performance prior to termination, excluding payments already received, plus reasonable termination expenses, plus an adjustment of the fee on the terminated portion of the contract. No payment will be made for anticipated profits on the terminated portion, or consequential damages, of the contract. The contractor shall submit a settlement proposal within 30 days of the notice of termination.
- (c) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, or any completed or partially completed items.

**TERMINATION FOR DEFAULT (20-3)
(SEP 98)(BPI 20.5.1)**

- (a) BPA reserves the right to terminate any or all of any undelivered or unexecuted portion of this contract for cause if the contractor fails to make any delivery, fails to prosecute the work, or to perform as scheduled, or if any of the contract terms are breached. However, the contractor shall not be terminated for default if the failure to perform arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of those causes are: (1) acts of God or of the public enemy, (2) acts of the Government in its sovereign or BPA in its contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather.
- (b) The Contracting Officer may direct the disposition of material produced or acquired for the work terminated, and the disposition of any completed or partially completed items.

DISPUTES

**APPLICABLE LAW (21-5)
(SEP 98)(BPI 21.3.12)**

Irrespective of the place of performance, this contract will be construed and interpreted according to the federal common law of government contracts, as enunciated and applied by federal judicial bodies, boards of contract appeals, and quasi-judicial agencies of the Federal Government. To the extent that the federal common law of government contracts is not dispositive, the laws of the State of Oregon shall apply.

**RELEASE OF CLAIMS (21-4)
(SEP 98)(BPI 21.3.12)**

After completion of work, and prior to final payment, the Contracting Officer may, at his or her option, require the Contractor to furnish a release of claims against BPA arising out of the contract, other than claims specifically excepted from the operation of the release.

UNIT 3 — STATEMENT OF WORK

The Northwest Hydrogen Alliance (Alliance), is a 501(c)(3) non-profit organization created to promote the near-term development of a practical hydrogen economy in the Pacific Northwest.

The Alliance proposes to demonstrate how new Hydrogen Hub technology can help solve energy challenges now facing the Federal Columbia River Hydropower System (FCRPS) and Northwest utilities. These challenges include absorbing surplus power from renewable resources, particularly off-peak hydro, wind and solar power, that cannot otherwise be easily absorbed in the system, storing this off-peak low-value power for delivery when needed on peak, and providing non-polluting capacity resources located near load to help meet peak demand, to relieve transmission congestion, to provide reserves to help integrate wind, and to provide emergency back up power.

A Hydrogen Hub is a system of hardware and controls that stores electric power, whether from hydropower, wind or other sources, as chemical energy in the form of anhydrous ammonia (NH₃), and then recovers the stored energy on demand by using the ammonia to fuel internal combustion engines, combustion turbines, or fuel cells to regenerate power when desired. Ammonia is a high energy content, carbon-free fuel, although a small amount of carbon-dioxide may be released while generating power, depending on the selected generation technology, such as a modified diesel engine, which may require a hydrocarbon to ignite ammonia during the compression stroke.

Hydrogen Hubs have many potential benefits. They can be designed to: 1) increase system storage; 2) create on-demand energy "sinks" to help integrate wind generation and maintain power system stability; 3) increase the economic value of renewable energy resources; 4) generate near zero-emissions on-peak; and 5) help stabilize power rates and reduce transmission and distribution costs. Hydrogen Hubs also can potentially provide competitively priced "green" ammonia for use as fertilizer in Northwest agriculture and for other purposes. A Hub can be constructed at a single location, or the ammonia production and generation components can be constructed in different locations, if doing so would increase system benefits.

Study Elements

The initial study, as approved by co-sponsors in June, included the following tasks:

1. Hydrogen Hub (H2Hub) Operating Characteristics. This will be a description of the key technologies associated with Hydrogen Hubs.
2. H2Hubs Value Proposition. This task will describe the value proposition for H2Hubs under several operating assumptions.
3. Financial Benefits Under Different H2Hub Operating Strategies. This task will analyze the financial implications of Hydrogen Hubs operating under different scenarios.
4. Analysis of H2 Hubs using Aurora or other model. This task have been deferred indefinitely..
5. Thermodynamic Efficiency and H2Hubs Round Trip Efficiency compared to other storage technologies. This task examines the through-put thermodynamic operating efficiency of Hydrogen Hubs compared it to other energy storage technologies
6. Capital Cost Estimate a 10 MW Prototype H2Hub Including Storage. This task will provide an estimate of the expected capital cost of constructing a prototype Hydrogen Hub.
7. Conceptual design (but not an engineered design) for a prototype Hydrogen Hub. This task will produce a design for an integrated Hydrogen Hub at a single location.
8. Preliminary financial estimate of the costs of operating a prototype Hydrogen Hub over a ten year period. A financial model will be constructed to analyze the cost of operating a Hub using different assumptions over a ten year period.

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9. Assessment of air emissions from NH₃ engines and water recovery from a prototype Hydrogen Hub. This task will analyze the potential water vapor, nitrogen and any other emissions from Hydrogen Hubs, along with the ability of Hubs to recycle water vapor from generation emissions.
10. Preliminary survey of state requirements for the use of ammonia in Hydrogen Hubs. This task will provide a limited review of requirements for siting a prototype Hydrogen Hub.
11. General survey of stimulus or other funding/incentives potentially available to reduce costs of developing a prototype Hydrogen Hub. This task will provide a preliminary review of potential financial or other benefits that may be available for a prototype H₂ Hub.
12. Literature Search on Uses of NH₃ as a Fuel. This task will provide a literature search of the use of ammonia as a fuel.

Additional Tasks

In addition to these tasks the Alliance will also perform three additional tasks under this contract:

13. A preliminary analysis of issues that may arise from developing a utility scale Hydrogen Hub.
14. An initial review of locations for siting Hydrogen Hubs that would be beneficial to the power system.
15. The Alliance will seek review of the science and technology of H₂Hubs from an independent reviewer acceptable to BPA.
16. BPA may request that the Alliance perform additional tasks to address issues that may arise during review of H₂Hub reports.

The costs for all of this work will be allocated among sponsors pro rata, with some potential adjustments that may be necessary based on individual contracts with sponsors.

UNITED STATES
GOVERNMENT

CONTRACT

BONNEVILLE
POWER ADMINISTRATION

Mail Invoice To:

See Page 2
Cover Sheet Continuation

Contract : 00043922
Release :
Page : 1

Vendor:

NORTHWEST HYDROGEN ALLIANCE INC

~~321 SE ALDER STREET #7
PORTLAND OR 97214~~

17900 S. Anderson Rd #
oregon city,
Attn: PRESTON MICHIE, OK 97045

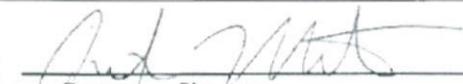
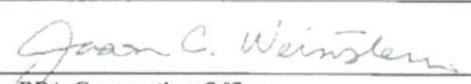
Please Direct Inquiries to:

JASON C. WEINSTEIN *N 557-4*
Title: CONTRACT SPECIALIST
Phone: 503-230-3892
Fax : 503-230-4508

Contract Title: HYDROGEN HUBS IN THE PACIFIC NORTHWEST FEASIBILITY STUDY

Total Value : \$50,000.00
Pricing Method: COST SHARE (NO FEE)
Performance Period: 11/06/09 - 04/30/10

** NOT TO EXCEED **
Payment Terms: % Days Net 15

 Contractor Signature	 BPA Contracting Officer
Preston Michie, Executive Director Printed Name/Title	04/14/2010 Date Signed
4/13/10 Date Signed	

Contract Modifications

Title : NO COST TIME EXTENSION
Modification: 001
Modified Performance Period: - 04/30/10
Modification Value:
Pricing Method :



CONTINUATION SHEET

CONTRACT # 43922 MODIFICATION # 001

HYDROGEN HUBS IN THE PACIFIC NORTHWEST FEASIBILITY STUDY NO COST TIME EXTENSION

BPA Contracting Officer's Representative	Jason Weinstein	(503) 230-3892	jcweinstein@bpa.gov
BPA Contracting Officer's Technical Representative	Joseph Cade	(503) 230-5997	jfcade@bpa.gov
Contractor's Representative	Preston Michie	(360) 619-6776	

SUMMARY OF CHANGES

This Contract is amended according to the following agreement between Bonneville Power Administration (BPA) and the Northwest Hydrogen Alliance (Contractor). The purpose of this Modification is a no cost time extension. The reason for the no cost time extension is the Contractor experienced delays establishing contracts with independent reviewers. The Contractor requires additional time to incorporate the analysis from all of the reviewers into the draft report.

1. Modification Contents:
 - A. Signature Page
 - B. Continuation Sheet

2. Contract end date is changed from 03/31/2010 to 04/30/2010.

3. Mail invoices to:

BONNEVILLE POWER ADMINISTRATION
ATTN: JOE CADE, DE-3
PO BOX 3621
PORTLAND, OR 97208

4. There is no additional cost to BPA as a result of the changes in this Modification.

5. All other terms and conditions remain unchanged.

(END OF CONTINUATION SHEET)

Contract Id	Invoice No	Payment Amt	Payment Date	Contr Auth No	Company	Contr Amt Fx	Contr Inv Amt Fx	Contr Auth Td Fx	Balance	Contr Analyst
00043922	20105	\$16,215.79	05/13/2010	00183807	CPT	\$50,000.00	\$16,215.79	\$16,215.79	\$33,784.21	JCW5028

non-responsive