

SUBCONTRACT NO. AFW-9-PROFORMA

UNDER

PRIME CONTRACT NO. DE-AC36-08GO28308

CONTRACTING PARTY: ALLIANCE FOR SUSTAINABLE ENERGY, LLC
MANAGEMENT AND OPERATING CONTRACTOR FOR THE
NATIONAL RENEWABLE ENERGY LABORATORY ("NREL")

SUBCONTRACTOR: *

ADDRESS: *

SUBCONTRACT TITLE: "TALL TOWER WIND DATA"

TYPE OF SUBCONTRACT: FIRM FIXED PRICE

PERIOD OF PERFORMANCE: EXECUTION DATE THROUGH TWO (2) MONTHS

SUBCONTRACT AMOUNT: \$*

PAYMENT TERMS: NET 30

**SUBCONTRACTOR'S
REMITTANCE NAME
AND ADDRESS:** *

**FUNDED AMOUNT AND
TASK CHARGE NUMBER:** \$*

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TO
SUBCONTRACT SCHEDULE

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SUBCONTRACT NO. AFW-9-PROFORMA

BETWEEN

**ALLIANCE FOR SUSTAINABLE ENERGY, LLC
MANAGEMENT AND OPERATING CONTRACTOR FOR THE
NATIONAL RENEWABLE ENERGY LABORATORY**

AND

SCHEDULE

INTRODUCTION

THIS SUBCONTRACT is effective upon execution by the Alliance for Sustainable Energy, LLC, manager and operator of the National Renewable Energy Laboratory and is between the Alliance for Sustainable Energy, LLC, whose principal office is located in Golden, Colorado and * (hereinafter called "Subcontractor"), whose principal offices are located in *.

The Alliance for Sustainable Energy, LLC (hereinafter called "Alliance") has entered into Contract No. DE-AC36-08GO28308 (hereinafter called "Prime Contract") with the Department of Energy (hereinafter called "DOE"), an agency of the U.S. Government (hereinafter called "Government"), for the management and operation of the National Renewable Energy Laboratory (hereinafter called "NREL"). All references to "NREL" in this subcontract shall mean the Alliance for Sustainable Energy, LLC.

This subcontract is entered into in furtherance of the performance of the work provided for in the Prime Contract.

AGREEMENT

NOW, THEREFORE, the parties hereto agree to the following terms and conditions:

ARTICLE 1 – THE WORK TO BE PERFORMED

- A. The Subcontractor shall perform the work generally described as "Tall Tower Wind Data", and specifically provided for in Appendix A, Statement of Work, attached hereto and made a part hereof, pursuant to the provisions of this subcontract.
- B. Specific deliverables, quantities, due dates, reporting requirements, and addresses are set forth in Appendix A hereto.

ARTICLE 2 – THE PERIOD OF PERFORMANCE

The period of performance under this subcontract shall commence upon the date of execution and shall be

completed two (2) months from such date; provided, however, that this period may be extended for additional periods by mutual written agreement of the parties.

ARTICLE 3 – PRICE AND PAYMENT

- A. In full consideration of the Subcontractor's performance, hereunder, NREL shall pay the Subcontractor the prices stipulated in B below, less any deductions provided in this subcontract. The total price for performance and receipt and acceptance of all deliverables under this subcontract is \$**.
- B. Payments will be made by NREL upon receipt and acceptance of the following deliverables in the amount specified:

	<u>Occurrences</u>	<u>Amount</u>
1.	**	\$**
2.	**	\$**
.	Total Price:	\$**

Said payments shall be made after receipt of and acceptance by NREL of the specified deliverables above and upon submission by the Subcontractor of an invoice, in a form satisfactory to the Subcontract Administrator in accordance with the article entitled "Invoices"; provided, however, that said payments shall not be deemed to prejudice any rights which NREL may have by law or under other provisions of this subcontract.

ARTICLE 4 – APPLICABLE DOCUMENTATION

In addition to the terms and conditions contained in this Schedule, the following documents are attached hereto and made a part of this subcontract:

- A. Appendix A, entitled "Statement of Work" dated **.
- B. Appendix B-7, entitled "Standard Terms and Conditions" dated 10/01/08.
- C. Appendix C-3, entitled "Intellectual Property Provisions" dated 10/22/98.
- D. Appendix D-1, entitled "Clauses for Subcontracts in Excess of \$500,000" dated 10/01/08.
- E. Subcontractor's technical proposal number (*) dated * together with any revisions, is hereby incorporated by reference. In the event there is a conflict between the Subcontractor's technical proposal and any other provisions of this subcontract, the latter shall prevail.

ARTICLE 5 – ORDER OF PRECEDENCE

Any inconsistency in this subcontract shall be resolved by giving precedence in the following order:

- A. This Schedule;
- B. Statement of Work (Appendix A);
- C. Standard Terms and Conditions (Appendix B-7);
- D. Intellectual Property Provisions (Appendix C-3);
- E. Clauses for Subcontracts in Excess of \$500,000 (Appendix D-1);
- F. Other provisions of this subcontract whether incorporated by reference or otherwise; and
- G. The Subcontractor's technical proposal, if incorporated in this subcontract by reference or otherwise.

ARTICLE 6 – RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages (*) of the subcontractor's proposal dated ** which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Government and NREL shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this subcontract is based.

ARTICLE 7 – SUBCONTRACT ADMINISTRATION RESPONSIBILITIES

- A. **Signature Authority:** This subcontract may only be modified by a formal modification signed by an authorized official of NREL.
- B. **Subcontract Administration Responsibilities:** The authorized official of NREL has designated Patty Kingsmill as the Subcontract Administrator for this subcontract with the responsibilities for subcontract administration and negotiation of any modifications to this subcontract. The Subcontract Administrator's telephone number is 303-275-3114.
- C. **Technical Monitoring Responsibilities:** The authorized official of NREL has designated ** as the Technical Monitor for this subcontract with the responsibilities of monitoring the technical work or services to be performed under this subcontract. The Technical Monitor does not have the authority to make any commitments or authorize any changes which may affect the subcontract's price, scope of work, terms, or conditions. Any such changes shall be referred to the Subcontract Administrator designated in Paragraph B above. The Technical Monitor's telephone number is 303-**.

ARTICLE 8 – KEY PERSONNEL

- A. It having been determined that the individuals, whose names appear below, are necessary for the successful performance of this subcontract, the Subcontractor agrees to assign or have assigned such individuals to the performance of the work under this subcontract and shall not reassign or remove any of them without the consent of the Subcontract Administrator by modification to this subcontract:

<u>Name</u>	<u>Project Title</u>	<u>Telephone No.</u>
*	*	*

B. Whenever, for any reason, one or more of the designated key personnel designated above, is unavailable for assignment for work under this subcontract, the Subcontractor shall, with the approval of the Subcontract Administrator, replace such individual with an individual of substantially equal abilities and qualifications.

ARTICLE 9 – INVOICES

Invoices for work accomplished under this subcontract shall be submitted in an original and one copy to:

National Renewable Energy Laboratory
 Attn: *, M/S*
 1617 Cole Boulevard
 Golden, CO 80401-3393

To facilitate processing and payment each invoice shall include as applicable the following: (1) the date of the invoice, (2) the subcontract number which appears on the cover sheet of this subcontract, (3) the occurrence number associated with the requested payment as contained in Article 3 or a description of the supplies, or services covered by the invoice; and (4) any other information or documentation required by other provisions of this subcontract.

Payments under this subcontract shall be made in accordance with the payment terms and to the Subcontractor's remittance name and address shown on the cover sheet of this subcontract. Final payment under this subcontract shall be made upon receipt of any required patent clearance from DOE.

The payment terms of this subcontract shall mean net days from the date of receipt of an acceptable invoice or the date of receipt and acceptance of all deliverables, reporting requirements or closeout documentation covered by the invoice, whichever is later.

The Subcontractor shall submit its invoices in reasonable detail in accordance with the payment schedule contained in the Article 3 showing the total fixed price invoiced both currently and cumulatively. An authorized representative of the Subcontractor shall sign the following certification on each invoice submitted for payment:

“I certify that this invoice is correct and proper for payment, and reimbursement for this amount has not and will not be received under any other Government contract or subcontract or other source of Government funds.

Authorized Official

Date”

The Subcontractor is hereby notified that NREL may withhold payment on invoices submitted, if the Subcontractor has failed to comply with or is delinquent in the submission of the reporting or deliverable requirements under this subcontract associated with the fixed price payment, until such time as the Subcontractor has complied or submitted such reporting or deliverable requirement.

ARTICLE 10 – PUBLICITY RELEASE AND PUBLIC AFFAIRS (*domestic small business, educational institutions and other non profit organizations*)

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the “Public Affairs” clause of Appendix B. The Subcontractor shall not make without prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, “publicity release” does not include a lawful inspection of the Subcontractor’s records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.
- B. Data rights are set forth in Appendix C hereof.

OR

ARTICLE 10 – PUBLICITY RELEASE AND PUBLIC AFFAIRS (*large businesses, state and local governments or foreign organizations*)

- A. Publicity release of any nature in connection with this subcontract shall be coordinated as provided in the “Public Affairs” clause of Appendix B. The Subcontractor shall not make without prior review and approval of the NREL Subcontract Administrator, any publicity release of any nature of general, non-technical information in connection with this subcontract. For purposes of this subcontract, general, non-technical information means any information concerning the existence of the subcontract, the identity of the parties, and the scope and general character of the research or technical activity. As used in this Article, “publicity release” does not include a lawful inspection of the Subcontractor’s records conducted pursuant to Federal or State public records access statutes. The Subcontractor may report specifics regarding the formation and execution of this subcontract in its internal publications without prior review and approval of the NREL Subcontract Administrator.
- B. Data rights are set forth in Appendix C hereof. The Subcontractor should particularly note that all papers and documents that are required for submittal and distribution for patent clearance under this subcontract should first be submitted to the Department of Energy, Intellectual Property Law Division, Chicago Operations Office, 9800 South Cass Avenue, Argonne, Illinois 60439 prior to distribution to the public. This requirement of patent clearance prior to publication of all Subcontractor’s reports is specifically required and set forth in Appendix C hereof.

ARTICLE 11 – INTEGRATION

This subcontract contains the entire understanding between the parties, and there are no understandings or representations except those set forth or incorporated by reference herein. No subsequent modifications of this subcontract shall be of any force or effect unless in writing signed by a duly authorized official of NREL.

IN WITNESS WHEREOF, the parties hereto have executed this subcontract as of the date fully signed below.

ACCEPTED: *

AUTHORIZED: ALLIANCE FOR
SUSTAINABLE ENERGY, LLC

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

