

**FIRST AMENDMENT TO THE CONSORTIUM AGREEMENT FOR
THE CENTER FOR ADVANCED ENERGY STUDIES**

THIS FIRST AMENDMENT ("First Amendment") to the Consortium Agreement for the Center for Advanced Energy Studies is entered into as of 22 October, 2014 by and between Battelle Energy Alliance, Boise State University, Idaho State University, the University of Idaho, and the University of Wyoming.

BACKGROUND

Battelle Energy Alliance, LLC ("BEA"), University of Idaho ("UI"), Idaho State University ("ISU"), and Boise State University ("BSU"), hereinafter referred to as the "Founding Members," entered into a Consortium Agreement for the Center for Advanced Energy Studies ("Consortium Agreement") on the 24th of May, 2013.

The Founding Members desire that University of Wyoming ("UW") be joined as a coequal member of the Center for Advanced Energy Studies ("CAES") by amending the Consortium Agreement and approving said amendment pursuant to **Section 4.3 Approval and Amendments** of the Consortium Agreement.

UW desires to be a coequal CAES member.

UW is familiar with and acknowledges the Memorandum of Agreement (MOA) between the Founding Members dated January 25, 2006 that describes the intentions of the Founding Member in the establishment of CAES.

UW is familiar with and acknowledges the Strategic Plan agreed to by the Founding Members dated September 30, 2011, that sets forth the CAES Members' missions and goals of CAES.

NOW, THEREFORE, in consideration of the foregoing, the Founding Members and UW agree as follows:

1. The Term "CAES Members" wherever it appears in the Consortium Agreement, except for in the recitals, shall include UW together with BEA, BSU, ISU, and UI.

2. **1.1 Purpose and Precedence of Agreement** is hereby deleted and replaced with the following:

This Consortium Agreement is the primary governing agreement for the collaborative effort among the CAES Members regarding the operation of CAES as a consortium. To the extent there is any conflict between this Agreement and the MOA, this Agreement supersedes the MOA. The Founding Members have

entered into a Tenant Use Agreement dated February 4, 2009. Through execution of an amendment to the Tenant Use Agreement, UW entered into the Tenant Use Agreement contemporaneously with this First Amendment. ISU and BEA have entered a Lease Agreement (Lease) for the CAES premises, which has been acknowledged and consented to by UI, BSU, and UW and which incorporates the Tenant Use Agreement. To the extent possible, these documents all shall be interpreted together with the same meaning given to all terms. In the event of a conflict, the order of precedence shall be the Lease, the Tenant Use Agreement, and this Consortium Agreement. Subsequent agreements entered into between the CAES Members shall not be subject to this Agreement, unless otherwise specifically stated in such agreements.

3. **1.3.1 CAES Director-** Add a bullet following the sentence “The primary duties of the Director include the following”:

Work with the Associate Directors to value and validate each CAES Member’s collaborative efforts and contribution of resources and commitments to make sure that each member is providing commensurate support levels. Once the Associate Directors and the Director agree on the value of the contributions, the Director will submit the findings to the Steering Committee for approval.

4. **1.3.3 CAES Associate Directors- Universities:** The first sentence is hereby deleted and replaced with the following:

Each of the university CAES Members: UI, ISU, BSU, and UW shall designate respective university Associate Director(s) for CAES.

5. **1.3.5 Executive Board-** The first sentence is hereby deleted and replaced with the following:

The CAES Executive Board (CEB) is comprised of the Director, BEA Associate Director(s), and the University Associate Directors from BSU, ISU, UI, and UW with one vote allocated to each university CAES Member as follows:

6. **Article 3.1 General Obligations-** Add a 3.1.7 with the following text:

Commensurate Collaboration Efforts and Contribution of Resources and Commitments. Each CAES Member is expected to engage in collaborative efforts and to contribute resources and commitments to CAES of commensurate value with one another.

Metrics for valuation of each CAES Member's commensurate collaborative efforts can be found by evaluating factors for each CAES Member including, without limitation, participation in:

- i. CAES member activities (meetings, teleconferences, training, etc.);
- ii. CAES Joint research activities;
- iii. CAES Joint teaching and outreach activities;
- iv. CAES reporting activities;
- v. CAES program development activities.

Metrics for valuation of each Member's commensurate contribution of resources and commitments to CAES can be found by evaluating factors for each CAES Member including, without limitation, value of expenditures and contributions for:

- i. Funding for faculty, students, technicians and support staff devoted to CAES;
- ii. Costs associated with CAES activities;
- iii. Costs associated with procuring and supporting the CAES facility and equipment;
- iv. Costs associated with procuring and supporting facilities and equipment on member campuses available to other CAES members.

Valuation of commensurate collaboration and contribution of the CAES Members will be done annually by the CAES Director working with the Associate Directors using specific metrics agreed upon by the Executive Board. Once the Executive Board agrees on the value of the contributions, the Director will submit the valuation metrics and the findings to the Steering Committee for approval.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have executed this First Amendment to the Consortium Agreement.

BATTELLE ENERGY ALLIANCE, LLC

By: 

Name: Dr. Steven E. Aumeier

Title: Director, Center for Advanced Energy Studies (CAES)

Date: 10/22/14

IDAHO STATE UNIVERSITY

By: 

Name: Howard Grimes

Title: VP for Research & Economic Dev.

Date: 10/22/14

BOISE STATE UNIVERSITY

By: 

Name: Mark Rudin

Title: VP for Research & Economic Dev.

Date: 10/22/14

UNIVERSITY OF IDAHO

By: 

Name: John K. McIver

Title: VP for Research & Economic Dev.

Date: 10/22/14

UNIVERSITY OF WYOMING

By: 

Name: William A. Gern

Title: VP for Research & Economic Dev.

Date: 10/22/14