AMENDMENT OF SOLICITATION

SCAP DE-SC07-80ID12139

USER-COUPLED CONFIRMATION
DRILLING PROGRAM

STANDARD FORM 30, JULY 1966 GENERAL SERVICES ADMINISTRATION AMEND	MENT OF SOLI	CITATION/MODIFICATION	N OF CONTRACT	PAGE OF
FED. PROC. REG. (41 CFR) 1-16.101		REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If appl	licable)
001	7/16/80		,	,
5. ISSUED BY CODE	6.	ADMINISTERED BY (If other than block 5	) CODE	
U. S. Department of Energy				
Idaho Operations Office				•
550 Second Street	,	-		
Idaho Falls, Idaho 83401		v cops		<u>.</u>
7. CONTRACTOR CODE NAME AND ADDRESS	FACILIT		NUMENT OF DE COOT OF	10100
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Prospective Propos	sers	, D47	6/11/80 (See bla	v.A. 0.1
(Street, city, User-Coupled Conf	irmation	ı		(2)
county, state, Drilling Program			IFICATION OF TRACT/ORDER NO	
Code)				
		DATI	ED (See blo	xk 11)
			·	
9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICI  The above numbered solicitation is amended as set forth		nd date specified for receipt of Office [V] :-	vertended	
Offerors must acknowledge receipt of this amendment prior				
(a) By signing and returningcopies of this amendment	•		-	ate letter or telegram
which includes a reference to the solicitation and amended DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR C	ient numbers. FAILURE OF	YOUR ACKNOWLEDGEMENT TO BE RECEIV	ED AT THE ISSUING OFFICE PRIO	R TO THE HOUR AND
or letter, provided such telegram or letter makes reference	to the solicitation and this	omendment, and is received prior to the oper	ning hour and date specified.	ar made by longitum
10. ACCOUNTING AND APPROPRIATION DATA (If require	d)			_
		•		
11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CO	ONTRACTS/ORDERS			
(a) This Change Order is issued pursuant to  The Changes set forth in block 12 are made to the		-4		٠.
(b) The above numbered contract/order is modified			unrangiation data, etc.) set footh in	black 12
(c) This Supplemental Agreement is entered into pur	•	manges (such as changes in paying office, as	propriation data, etc.; ser totti iii	
It modifies the above numbered contract as set for	•			
12. DESCRIPTION OF AMENDMENT/MODIFICATION				
<ol> <li>The closing date is hereby received at the above add</li> </ol>			nd proposals must	; be
2. Attachment A, consisting in response to this SCAP.	of four (4) pa	ages of answers to wri	tten questions su	ıbmitted
<ol><li>Attachment B, draft Coope and conditions.</li></ol>	rative Agreemo	ent showing proposed c	ontractual form,	terms
4 44 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1		ND.		
4. Attachment C, mailing lis	t for this SU	Ar.		
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Except as provided herein, all terms and conditions of the doc	mont referenced to black o	as hereboore changed someth makes and	d in full force and affect	
13	omeni referenced in block 8,	as hereiolore changed, remain unchanged an	o in full force and effect.	
CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT	CONTRACTOR/OFFEROR	S REQUIRED TO SIGN THIS DOCUMENT A	ND RETURN COPIES TO	ISSUING OFFICE
14. NAME OF CONTRACTOR/OFFEROR		17. UNITED STATES OF AMERICA	1.	· · · · · · · · · · · · · · · · · · ·
BY		By JULI W 7	raser	
(Signature of person authorize			gnature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNE		CER (Type or print)	19. DATE SIGNED
		Nell W. Fraser		7/16/80
				<u> </u>

#### USER-COUPLED CONFIRMATION DRILLING PROGRAM

## SOLICITATION FOR COOPERATIVE AGREEMENT NO. DE-SCO7-80ID12139

#### **OUESTIONS AND ANSWERS**

- 1. Q. Should the drilling team be selected prior to the proposal submission? If not, what level of specificity concerning the drilling specifications and driller selection process is required?
  - A. The drilling team should be responsible for the drilling plan and costs associated with the drilling phase for the proposal. The selection of the drilling contractor would not be required prior to drilling. See SCAP P.6 Project Management. The preliminary drilling plan must be comprehensive enough to determine realistic costs and contain sufficient detail in design and scope of work to provide a good basis for evaluation. It is reasonable to assume the more detail the better the evaluation. See SCAP P.35 Drilling Guidelines.
- 2. Q. Can project funds be spent on market development activities beyond the use identified in the proposal?
  - A. No. The Cooperative Agreements will only support activities for resource exploration as itemized on P.2 of the SCAP.
- 3. Q. What is considered a reasonable level or project funding toward institutional problem solving and coordination?
  - A. The level of funding should be appropriate for the institutional problems involved and in the coordination required to complete the resource confirmation. See SCAP. P.40, Institutional Guidelines.
- 4. Q. Is it possible for DOE to share costs up front rather than after they are incurred?
  - A. No. One goal for the User Coupled Drilling Program is to develop a self-sustaining industry. Having the participant responsible for his own funding develops contacts between users and lenders that will continue once the government has stepped out of the program.
- 5. Q. When will DOE make payments? Is there a schedule of payouts based upon completion of project milestones?
  - A. DOE will pay 20 percent of allowable costs as the project progresses. These payments will be made throughout the project and will be in accordance with the provisions negotiated into

the Cooperative Agreement. Upon completion of the project, DOE will make a final lump-sum payment on any remaining portion of its cost share determined by the degree of success of the well. See P.3 of the SCAP.

- 6. Q. Is DOE only interested in financing projects which private investors would not find attractive?
  - A. Because infrastructure currently is lacking for development of geothermal resources, DOE is stimulating resource confirmation and infrastructure development through this SCAP. Proposals which will be selected for support must demonstrate economic feasibility and would presumably be of interest to private investors if such an infrastructure were developed.
- 7. Q. Could you please define more precisely how far advanced a project must be before DOE would consider issuing a Cooperative Agreement? How much exploration must be completed? Will a higher evaluation be given to projects with must of the exploration already completed?
  - A. DOE will support the full exploration phase for drill site selection through the testing of a new or an existing well. See SCAP P.2 and 3. The proposer must select a specific site area with a good likelihood of producing the volume of fluid and temperatures needed for the proposed direct heat end use. This must be based on geology, geophysics and geochemistry. See SCAP P.8.5.b. Resource potential is one of the evaluation factors. At sites for which there is expectation of equal resources, the greater knowledge available on the resource, the more likely the proposal will be graded higher on this factor.
- 8. Q. Are you encouraging small projects such as heating greenhouses or larger ones which could provide space heat for numerous homes, offices or process heat for manufacturing, etc?
  - A. Projects which put more "BTU's-on-line" for the amount of DOE dollars at risk are preferred. The impact of the project on local and regional energy needs is also an evlauation factor. See SCAP P.18 and 20. Technical and Economic Feasibility and Program Policy and Preference Factors.
- 9. Q. The single use of electrical generation is not encouraged.

  Does this mean that a large eletrical generation plant or any size electrical generation system will not be supported.
  - A. The solicitation does not address single electric generation end use of any size and proposals for such are not appropriate.

- 10. Q. In our project the produced hydrothermal fluid will be used to dehydrate the product (direct application) which will then be burned in conventional boilers to produce power. Does this type of project have applicability for submission under this SCAP?
  - A. Yes. Your project identifies the direct use of hydrothermal fluid to produce a dried product which will later be used to produce electric power. It is acceptable under this SCAP.
- 11. Q. What do you consider adequate (length of time, etc.) for the flow test?
  - A. The long-term testing must be of sufficient duration to obtain thermal equilibrium conditions, indicate reservoir characteristics and permit reasonably confident prediction of behavior over the life of the intended use. See SCAP P.37, Well Testing Guidelines.
- 12. Q. It is anticipated that he proposer under this SCAP wil be a private corporation, but will the involvement of the USFS in other portions of the feasibility study impact our consideration?
  - A. Assistance to the proposer by another Federal agency would not disqualify a proposal made by a qualified proposer. If a proposer obtains grants from other Federal or State agencies the percentage of funding in any Cooperative Agreement would apply only to the "at risk" investment of the proposer.
- 13. Q. We are investigating, in substantial detail, the engineering aspects of a proposed project. Most of this work will be performed during and after the drilling of the deep exploration well. What degree of engineering feasibliity is needed to insure consideration under the SCAP?
  - A. The proposer should complete whatever degree of engineering feasibility work he feels necessary to develop a proposal and obtain his financing. The only factors which are prerequisites for consideration under this SCAP are the Qualification Criteria listed on Page 6 of this SCAP. The evaluation criteria do address technical feasibility and sufficient information should be presented for this evaluation.
- 14. Q. The feasibility should of our proposed project will hinge on two major components:
  - a. The long run cost of the raw materials delivered to the plant.
  - b. The flow rate, termperature and reservoir characteristics of the geothermal resource.

In determining the variable cost share formula, what provisions can be made to reflect the fact that the feasibility of the project is greatly dependent on the delivered raw material?

A. The cost of raw material and the overall economic feasibility of your project have only an indirect bearing on the nature of the cost-share formula, but these factors are important in the overall economic feasibility of the project which is a technical evaluation factor. The cost-share formula is based on the value of the resource to you as a substitute for a traditional power source such as electricity or natural gas, and is a function of resource characteristics such as temperature, flow, or water quality.

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<u> </u>		-577, and PL 95-91	,	
.3.	Participant Name and Address	ļ		
}			4. Participant Type	
		• •	·	<b>5.</b>
			Educational     State or Local Covernment	□ Nonprofit
1			State or Local Government	☐ Profit
5.	Project Title		6. Project Will be Conducted po	er
1	User-Coupled Confirmati	on Drilling		
	Program		See Article	
	-			
			7. Technical Reports Are Requi	ired .
}			See Article	
			SOO ATTIONS	
8.	Principal Investigator(s) or Program	n Director(s) Name and	9. DOE Program Officer (Name	and Address)
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10	Accounting and Appropriation Da	ta	11Method of Payment	
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12.	Submit Vouchers to Director	,	P***	Receipt of Final Report
1	U. S. Dept. of Energy,	55U Znd St.	☐ Reimbursement ☐ Other (specify) See Artic	cle
	Idaho Falls, Idaho 83	401	Omer (apecity) See Afti-	
13.	Funding Sources		14. Remarks:	· · · · · · · · · · · · · · · · · · ·
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15.	Amount Obligated By This Action	<b>Ψ</b>	DATE_JOL 1	
16	. DOE Issuing Office (Name and A	tdress)		
10.	• ' '			•
	Idaho Operations Office	•		
	550 Second Street	3401		
	Idaho Falls, Idaho 83	, T U I	·	
<b> </b>	<del></del>			
17.	DOE Contracting Officer		18. Participant Acceptance	• •
			By	•
-	Signature of Contracting Officer	(Date)	By	
	5 E.E. D. Communing Officer	(Sate)	, pignature or Authorized	(Date)
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N	Name (typed)		Name (typed)	
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T	relephone No.		Title	
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Cooperative	Agreement	No.	DE-FC07	_

# SCHEDULE

ARTICLE I	-	STATEMENT	OF JOINT	OBJECTIVE

The purpose of this Cooperative Agreement between the United States  Department of Energy (DOE or Government) and  (Participant) is to develop and demonstrate
This action is authorized by Federal law and is in furtherance of the U.S. Government's objective to The Participant will receive the benefit of, and DOE will obtain data pertaining to the design, construction and operation of such unit.
ARTICLE II - THE PROJECT MANAGEMENT PLAN
A. Participant's Responsibilities. The Participant shall furnish the materials, facilities, equipment, personnel, services, and all other necessary and related items for the design, construction and operation of an inert anode for aluminum smelting. The work includes all that is necessary to provide a complete operating facility and, further, for the collection and dissemination of data and other information concerning the construction, operation and maintenance costs, engineering characteristics, and maintenance requirements of the facilities for a period of operation of the facilities. Requirements of the project are further set forth in Appendix B to this Agreement which is titled "PROJECT TASKS, SCHEDULE BACKGROUND, AND REPORTING REQUIREMENTS" and which is made a part hereof by this reference. The Participant shall provide the funding and reports as specifically provided for elsewhere in this Agreemeent, and obtain all necessary licenses and permits.
B. <u>DOE's Responsibilities</u> . DOE will provide a specified amount of financial assistance, and will monitor the project to observe the progress. In addition, DOE will act upon the Participant's requests for approval in those instances in which DOE's approval is required.
ARTICLE III - FINANCIAL SUPPORT
A. Estimated Cost. The total estimated cost of the work under this Agreement is Dollars ( $\$$ ). If at any time the Participant has reason to believe that this or any revised estimate is in error by more than ten percent (10%), the Participant shall so notify DOE in writing and provide DOE with a new estimate.
B. DOE's Financial Support. The total cost to DOE for all the work under this project is

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## ARTICLE III - FINANCIAL SUPPORT (Cont'd)

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will	be	borne b	y the	Parti	cipan	it. The	e`es	stimate	ed cost to	the Partio	cipant is
Agree (\$		0bliga nt by DO ).			The	amount	of	funds	presently	obligated	to this _Dollars

## ARTICLE IV - METHOD OF PAYMENT

- A. DOE will make incremental payments by Treasury check to the Participant in the amounts set forth below at such times as the specified milestones are achieved and upon receipt of invoices or vouchers and a cost statement from the Participant. Such invoices or vouchers must be supported by a statement that the costs are allowable as defined in ARTICLE VIII of this Agreement.
- B. At any time or times prior to final payment under this Agreement, the Contracting Officer may have the costs incurred under this Agreement audited. The total of DOE payments cannot exceed the total, actual, allowable costs incurred. If the Contracting Officer finds, on the basis of audit or otherwise, that allowable costs as defined in ARTICLE VIII do not equal or exceed the amount of funds DOE has agreed to provide, total payments shall be reduced accordingly.
- C. As more definitive project cost and schedule data become available, the parties may review the milestone and payment schedule and, by written agreement, make adjustments. Under no circumstances, however, will DOE's costs exceed the amounts provided for in ARTICLE III.

#### ARTICLE V - TERM OF THE AGREEMENT

The work under this Agreement shall be completed by or within any extension of time as may be mutually agreed to in writing by the parties.

#### ARTICLE VI. - PROJECT INFORMATION SYSTEM

Reporting Requirements. The Participant shall furnish to DOE the reports and information identified in Appendix B.

## ARTICLE VII - RESPONSIBLE PERSONS AND PERSONNEL

- A. The Participant agrees to permit any specified DOE personnel to have necessary access to the Participants and/or major subcontractor's facilities, personnel, and records pertaining to the project. Such DOE personnel may be used to assist the Program Officer in carrying out his responsibilities.
  - B. (1) The Program Officer for DOE under this Agreement, and the person who shall be the Participant's contact for all technical matters pertaining to this Agreement shall be the person named below or such other person as may be designated in writing by the Contracting Officer:

(2) The representative for the Participant for the purposes of this Agreement shall be the person named below or such other person as may be designated in writing by the Participant:

#### ARTICLE VIII - ALLOWABLE COST

Costs shall constitute allowable costs as specified in Subpart 1-15.2 of the Federal Procurement Regulations (41 CFR 1-15) as may be modified by Subpart 9-15.2 of the DOE Procurement Regulations in effect on the date of this Agreement.

# ARTICLE IX - ACQUISITION OF GOODS AND SERVICES

- A. In furtherance of the work under this Agreement, each subcontract or purchase order for goods or services which, separately, exceeds \_\_\_\_\_\_\_, shall require the written approval of the Contracting Officer. The Participant may request such approval by submitting to the Contracting Officer a copy of the proposed subcontract document along with justification for the selection of the proposed subcontractor. If the Contracting Officer fails to respond to the request for approval within ten (10) days after receiving such request, the Participant may award the subcontract or purchase order.
- B. The subcontractors for the goods and services referred to in paragraph A. above, shall be selected competitively except those subcontractors who were specifically identified in the Participant's proposal.

#### ARTICLE X - TERMINATION

- A. It is the express intent of DOE and the Participant to fund their respective cost participation for the project, as such cost participation is set forth under Article III of this Agreement, so as to provide continuity and completion of the project. If, notwithstanding this original intent, it becomes apparent to either party that incremental funding for its cost participation will not be available as needed, either in whole or in part, in order to provide continuity for the completion of work under this Agreement, each party agrees to promptly advise the other of such funding problem, and if practicable and consistent with their mutual interest at the time, the parties may attempt to cooperatively adjust the schedule and/or the content of the work towards best serving the objectives of this Agreement within the available committed and planned funding of each party.
- B. Notwithstanding the foregoing, it is understood that DOE may at any time upon giving written notice to the Participant by the Contracting Officer terminate this Agreement for its convenience for any reason.
- C. Also, notwithstanding the foregoing, it is understood that the Participant may at any time upon giving written notice to DOE terminate this Agreement for its convenience for reasonable cause. The Participant may not terminate for convenience after seventy-five percent (75%) of DOE's contribution to the project has been committed, and should such termination occur, it will constitute a breach of contract.
- D. In the event of termination for convenience by either party, the parties will cooperate to reasonably phase-out the Participant's costs and cost commitments incurred prior to the termination. If the termination is for the convenience of the Government, the termination cost claim may include those costs provided for in paragraph G. of this Article X. If the termination is for the convenience of the Participant, the cost claim may include only those costs incurred prior to termination. In either case, the approved costs will be shared in accordance with the following: \_\_\_\_\_\_ percent (\_\_\_\_) Government and \_\_\_\_\_ percent (\_\_\_\_) Participant; provided; however, that the total amount obligated by the Government under this Agreement shall not be exceeded.
- E. In the event of termination for convenience by either party, the Participant shall:
  - (1) Place no further orders or subcontracts for materials, services, or facilities intended to be invoiced to the Government for its contribution.
  - (2) Terminate all orders and subcontracts to the extent that they relate to the performance of work.

# <u>ARTICLE X</u> - <u>TERMINATION</u> (Cont'd)

- (3) Notwithstanding subparagraphs E.(1) and (2) above, the Participant has the right to proceed with such orders and subcontracts should it decide to continue performance of the work at its expense only.
- F. After a termination for convenience by the Government, the Participant shall submit to the Contracting Officer its termination claim. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination unless one or more extensions in writing are granted by the Contracting Officer.

#### G. Termination claims:

- (1) There shall be included therein the Government's share, as set forth in paragraph D., of the cost of settling and paying claims arising out of the termination of work under subcontracts or orders which are properly chargeable to this Agreement as determined by the Contracting Officer.
- (2) There shall be included therein the reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory.
- H. Costs claimed, agreed to, or determined pursuant to this article must constitute allowable costs as defined in Article VIII, "Allowable Cost."
- I. If in the opinion of DOE, the Participant fails to substantially perform under this Agreement and does not cure such failure within a reasonable time after written notice of such failure by the Contracting Officer, DOE may by written notice to the Participant terminate this Agreement. Such termination notice, signed by the Contracting Officer, shall be effective upon receipt by the Participant. The Government shall not be liable for the incurrence of any obligations under this Agreement from the date of the receipt of such termination notice. Upon any such termination, the Participant agrees to promptly, upon DOE's request, transfer to DOE all information resulting from the work performed to the date of the termination notice.

## ARTICLE X - TERMINATION (Cont'd)

- Except with respect to defaults of subcontractors, the Participant shall not be in default by reason of failure to substantially perform under this Agreement if such failure arises out of causes beyond the control and without the fault or negligence of the Participant. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Participant. If the failure to substantially perform is caused by the failure of a subcontractor to perform or make progress, and if such failure arises out of causes beyond the control of both the Participant and a subcontractor, and without the fault or negligence of either of them, the Participant shall not be deemed to be in default unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources. Upon request of the Participant, if the Contracting Officer shall determine that failure to perform was occasioned by any one or more of the aforementioned causes, this Agreement shall be revised accordingly. This provision does not preclude DOE from exercising its right to terminate for convenience.
- K. As used in this article, the term "subcontractor" means subcontractor at any tier.

## ARTICLE XI - TITLE TO PROPERTY AND SITE RESTORATION

- A. The Government will own and maintain title of all items of materials, supplies, and all tangible property purchased with Government funds provided under this Agreement. The Government will determine disposition of such property at completion of the work under this Agreement or upon termination by either party and agrees that those costs incurred by the Participant in final disposition will be allowable costs.
- B. The Participant agrees that the Government shall not be subject to any obligation to restore or rehabilitate any of the premises, facilities or equipment owned and/or leased by the Participant which are altered, improved or otherwise affected by this Agreement.

#### ARTICLE XII. - INDEMNIFICATION

It is recognized that the Participant as title holder of the facilities to be constructed under this Agreement is responsible for the design, installation, operation, repair and maintenance of such facilities. The Government therefore will not be liable for payment of damages for injuries to any person, or loss of life or personal property, or loss suffered or sustained and arising from use or operation of the facilities which are a subject of this Agreement. The Participant agrees to indemnify and save the Government harmless from any and all claims, demands, damages, actions, costs, or charges against the

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## ARTICLE XII - INDEMNIFICATION (Cont'd)

Government arising as the result of the above-mentioned injuries, damages, or loss, except for any such damages or claims arising out of the negligent act of the Government, its employees or representatives in the course of their official duties.

## ARTICLE XIII - PUBLIC INFORMATION RELEASES

The parties agree that public disclosure or dissemination of new data or information arising out of the design, construction or operation of the project will be coordinated by the parties, it being understood that the intent of both the Participant and DOE is to release all data and information to the greatest practicable extent in order to achieve the objective of obtaining maximum public value from the results of this project. It is understood that the foregoing is not intended to afford either party the right to prevent a public release by the other; however, nothing in this article shall impair the rights of the parties set forth elsewhere in this Agreement, including but not necessarily limited to General Provision 19. entitled "Patent Rights."

# APPENDIX A - GENERAL PROVISIONS

# COOPERATIVE AGREEMENTS

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#### APPENDIX A

#### GENERAL PROVISIONS

#### COOPERATIVE AGREEMENTS

#### 1. DEFINITIONS

As used throughout this Agreement, the following terms shall have the meanings set forth below:

- A. The term "head of the agency" or "Secretary" as used herein means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.
- B. The term "Contracting Officer" means the person executing this Agreement on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this Agreement, the authorized representative of a Contracting Officer acting within the limits of his authority.
- C. Except as otherwise provided in this Agreement, the term "subcontract" includes purchase orders under this Agreement.
  - D. The term "DOE" means the U.S. Department of Energy.

#### 2. INSPECTION

The Government, through any authorized representatives, has the right at all reasonable times, to inspect, or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection, or evaluation is made by the Government on the premises of the Participant or a subcontractor, the Participant shall provide and shall require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

#### 3. ASSIGNMENT OF CLAIMS

A. Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this Agreement provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Participant from the Government under this Agreement may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency,

# 3. ASSIGNMENT OF CLAIMS (Cont'd)

and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this Agreement and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this Agreement, payments to assignee of any moneys due or to become due under this Agreement shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this Agreement is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration the Department of Energy, the National Aeronautics and Space Administration, the Federal Aviation Administration, or any other department or agency of the United States designated by the President pursuant to Clause 4 of the provision of Section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41).

B. In no event shall copies of this Agreement or of any plans, specifications, or other similar documents relating to work under this Agreement, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this Agreement or to any other person not entitled to received the same. However, a copy of any part or all of this Agreement so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

## 4. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL

- A. This clause is applicable if the amount of this Agreement exceeds \$10,000 and was entered into by means of negotiation, including small business restricted advertising, but is not applicable if this Agreement was entered into by means of formal advertising.
- B. The Participant agrees that the Comptroller General of the United States or any of his duly authorized Government employees shall, until the expiration of three (3) years after final payment under this Agreement, unless DOE authorizes their prior disposition, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Participant involving transactions related to this Agreement.
- C. The Participant further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized Government employees shall, until the expiration of three (3) years after final payment under the subcontract, unless the DOE authorizes their prior disposition, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

# 4. EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (Cont'd)

- D. The periods of access and examination described in paragraphs A. and B., above, for records which relate to (1) appeals under the "Disputes" clause of this Agreement, (2) litigation or the settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims or exceptions have been disposed of.
- E. Nothing in this Agreement shall be deemed to preclude an audit by the General Accounting Office of any transaction under this Agreement.

## 5. CONVICT LABOR

In connection with the performance of work under this Agreement, the Participant agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 [18 U.S.C. 4082(c)(2)] and Executive Order 11755, December 29, 1973.

#### 6. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

## 7. COVENANT AGAINST CONTINGENT FEES

The Participant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Participant for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 8. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT.

(The provisions of this clause shall be applicable only if the amount of this Agreement exceeds \$10,000.)

A. The Participant 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 Agreement of which the Participant has knowledge.

## 8. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (Cont'd)

- B. In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed hereunder, the Participant shall furnish to the Government when requested by the Contracting Officer, all evidence and information in possession of the Participant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Participant has agreed to indemnify the Government.
  - C. This clause shall be included in all Subcontracts.

## 9. COMPETITION IN SUBCONTRACTING

The Participant shall select subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the Agreement.

## 10. AUDIT AND RECORDS

- A. The Participant shall maintain, and the Contracting Officer or his representative shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of this Agreement. Such right of examination shall include inspection at all reasonable times of the Participant's plants, or such parts thereof, as may be engaged in the performance of this Agreement.
- B. The materials described above, shall be made available at the office of the Participant, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement or such lesser time specified in Title 41, Code of Federal Regulations Part 1-20 and for such lesser period, if any, as is required by applicable statute, or by other clauses of this Agreement, or by subparagraphs B.(1) and (2) below:
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
    - (2) Records which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of

#### 11. CLEAN AIR AND WATER

[Applicable only if the Agreement exceeds \$10,000 or the Contracting Officer has determined that orders under an indefinite quantity Agreement in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857c-8(c)(1)] or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed by EPA, or the Agreement is not otherwise exempt.]

#### A. The Participant agrees as follows:

- (1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Agreement.
- (2) That no portion of the work required by this Agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Agreement was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use its best efforts to comply with clean air standards and clean water standards at the facility in which the Agreement is being performed.
- (4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this subparagraph A.(4).
- B. The terms used in this clause have the following meanings:
- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by P. L. 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by P. L. 92-500).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act [42 U.S.C. 1857c-5(d)], an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act [42 U.S.C. 1857(c)-6(c) or (d)], or an approved implementation procedure under section 112(d) of the Air Act [42 U.S.C. 1857c-7(d)].

# 11. CLEAN AIR AND WATER (Cont'd)

- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of an agreement or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

## 12. PRÉFÉRENCE FOR U. S. FLAG AIR CARRIERS

- A. Pub. L. 93-623 requires that all Federal agencies and Government contractors and subcontractors will use U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriated funds for international air transportation on other than a U.S. flag air carrier in the absence of satisfactory proof of the necessity therefor.
- B. The Participant agrees to utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.
- C. In the event that the Participant selects a carrier other than a U.S. flag air carrier for international air transportation, he will include a certification on vouchers involving such transportation which is essentially as follows:

#### CERTIFICATION OF UNAVAILABILITY OF U.S. FLAG AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons: (state reasons).

## 12. PREFERENCE FOR U. S. FLAG AIR CARRIERS (Cont'd)

- D. The terms used in this clause have the following meanings:
- (1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States.
- (2) "U.S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.
- (3) The term "United States" includes the fifty states, Commonweath of Puerto Rico, possessions of the United States, and the District of Columbia.
- E. The Participant shall include the substance of this clause, including this paragraph E., in each subcontract or purchase hereunder which may involve international air transportation.

## 13. USE OF U.S. FLAG COMMERCIAL VESSELS

- A. The Cargo Preference Act of 1954 [Pub. L. 664, August 26, 1954, 68 Stat. 832, 46 U.S.C. 1241(b)], requires that Federal departments or agencies shall transport at least 50 percent of the gross tonnage (computed separately for day bulk carriers, dry cargo liners, and tankers) of equipment, materials, or commodities which may be transported on ocean vessels on privately owned United States flag commercial vessels. Such transportation shall be accomplished whenever:
  - (1) Any equipment, materials, or commodities, within or outside the United States, which may be transported by ocean vessel, are:
    - (i) procured, contracted for, or otherwise obtained for the agency's account; or
    - (ii) furnished to or for the account of any foreign nation without provision for reimbursement.
  - (2) Funds or credits are advanced or the convertibility of foreign currencies is guaranteed in connection with furnishing such equipment, materials, or commodities which may be transported by ocean vessel.

Note: This requirement does not apply to small purchases as defined in 41 CFR 1-3.6 or to cargoes carried in the vessels of the Panama Canal Company.

# 13. USE OF U.S. FLAG COMMERCIAL VESSELS (Cont'd)

- B. The Participant agrees as follows:
- (1) To utilize privately owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved whenever shipping any equipment, material, or commodities under the conditions set forth in A. above pursuant to this Agreement to the extent such vessels are available at fair and reasonable rates for United States flag commercial vessels.

Note: Guidance regarding fair and reasonable rates for United States flag vessels may be obtained from the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, D.C. 20230, Area Code 202, phone 377-3449.

- (2) To furnish, within 15 working days following the date of loading for shipments originating within the United States or within 25 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill of lading in English for each shipment of cargo covered by the provisions in A. above to both the Contracting Officer (through the prime Participant in the case of subcontractor bills of lading) and to the Division of National Cargo, Officer of Market Development, Maritime Administration, Washington, D.C. 20230.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement except for small purchases as defined in 41 CFR 1-3.6.

#### 14. PERMITS AND LICENSES

Except as otherwise directed by the Contracting Officer, the Participant shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this Agreement is performed.

#### 15. REPORTING OF ROYALTIES

If this Agreement is in an amount which exceeds \$10,000 and if any royalty payments are directly involved in the Agreement or are reflected in the Agreement price to the Government, the Participant agrees to report in writing to the Contracting Officer or Patent Counsel during the performance of this Agreement and prior to its completion or final settlement the amount of any royalties or other payments paid or to be paid by it directly to others in connection with

## 15. REPORTING OF ROYALTIES (Cont'd)

the performance of this Agreement together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit the identification of the patents or other basis on which the royalties are to be paid. The approval of DOE of any individual payments or royalties shall not stop the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a royalty or payments are made.

## 16. ORDER OF PRECEDENCE

In the event of an inconsistency between the provisions of this Agreement, the inconsistency shall be resolved by giving precedence as follows: (a) schedule; (b) statement of work; (c) the general provisions; (d) other provisions of the Agreement, whether incorporated by reference or otherwise; and (e) Participant's technical proposal, if incorporated in the Agreement by reference or otherwise.

## 17. AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in and covered by a patent of the United States in the performance of this Agreement or any part hereof or any amendment hereto or any contract hereunder (including any lower-tier subcontract).

## 18. CIVIL RIGHTS

No person shall on the ground of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment, where the main purpose of the program or activity is to provide employment or when the delivery of program services is affected by the recipient's employment practices, in connection with any program or activity receiving Federal assistance from the DOE.

#### 19. PATENT RIGHTS - LONG FORM

#### A. Definitions.

- (1) "Subject Invention" means any invention or discovery of the Participant conceived or first actually reduced to practice in the course of or under this Agreement, and includes any art, method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, or any variety of plants, whether patented or unpatented under the Patent Laws of the United States of America or any foreign country.
- (2) "Contract" means any contract, grant, agreement, understanding or other arrangement, which includes research, development, or demonstration work, and includes any assignment or substitution of parties.

- (4) "Government agency" includes an executive department, independent commission, board, office, agency, administration, authority, Government corporation, or other Government establishment of the Executive Branch of the Government of the United States of America.
- (5) "To the point of practical application" means to manufacture in the case of a composition or product, to practice in the case of a process, or to operate in the case of a machine and under such conditions as to establish that the invention is being worked and that its benefits are reasonably accessible to the public.
- (3) "States and domestic municipal governments" means the States of the United States, the District of Columbia, Puerto Rico, the Virgin Islands, American Samoa, Guam, the Trust Territory of the Pacific Islands, and any political subdivision and agencies thereof.
- (6) "Patent Counsel" means the DOE Patent Counsel assisting the procuring activity.

## B. Allocation of Principal Rights.

- (1) Assignment to the Government. The Participant agrees to assign to the Government the entire right, title, and interest throughout the world in and to each Subject Invention except to the extent that rights are retained by the Participant under subparagraph B.(2) and paragraph C. of this clause.
- (2) Greater Rights Determinations. The Participant or the employee-inventor with authorization of the Participant may request greater rights than the nonexclusive license and the foreign patent rights provided in paragraph C. of this clause on identified inventions, in accordance with 41 CFR 9-9.109-6. Such requests must be submitted to Patent Counsel (with notification by Patent Counsel to the Contracting Officer) at the time of the first disclosure pursuant to subparagraph E.(2) of this clause, or not later than nine (9) months after conception or first actual reduction to practice, whichever occurs first, or such longer period as may be authorized by Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Participant.

# C. Minimum Rights to the Participant.

(1) <u>Participant License</u>. The Participant reserves a revocable, nonexclusive, paid-up license in each patent application filed in any country on a Subject Invention and any resulting patent

in which the Government acquires title. The license shall extend to the Participant's domestic subsidiaries and affiliates, if any, within the corporate structure of which the Participant is a part and shall include the right to grant sublicenses of the same scope to the extent the Participant was legally obligated to do so at the time the Agreement was awarded. The license shall be transferable only with approval of DOE except when transferred to the successor of that part of the Participant's business to which the invention pertains.

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- (2) Revocation Limitations. The Participant's nonexclusive license retained pursuant to subparagraph C.(1) of this clause and sublicenses granted thereunder may be revoked or modified by DOE, either in whole or in part, only to the extent necessary to achieve expeditious practical application of the Subject Invention under DOE's published licensing regulations (10 CFR 781), and only to the extent an exclusive license is actually granted. This license shall not be revoked in that field of use and/or the geographical areas in which the Participant, or its sublicensee, has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public, or is expected to do so within a reasonable time.
- (3) Revocation Procedures. Before modification or revocation of the license or sublicense, pursuant to subparagraph C.(2) of this clause, DOE shall furnish the Participant a written notice of its intention to modify or revoke the license and any sublicense thereunder, and the Participant shall be allowed thirty (30) days, or such longer period as may be authorized by the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) for good cause shown in writing by the Participant, after such notice to show cause why the license or any sublicense should not be modified or revoked. The Participant shall have the right to appeal, in accordance with 10 CFR 781, any decision concerning the modification or revocation of its license or any sublicense.
- (4) Foreign Patent Rights. Upon written request to Patent Counsel (with notification by Patent Counsel to the Contracting Officer), in accordance with subparagraph E.(2)(i) of this clause, and subject to DOE security regulations and requirements, there shall be reserved to the Participant, or the employee-inventor with authorization of the Participant, the patent rights to a Subject Invention in any foreign country where the Government has elected not to secure such rights provided:

- (i) The recipient of such rights, when specifically requested by DOE and three (3) years after issuance of a foreign patent disclosing said Subject Invention, shall furnish DOE a report setting forth:
  - (A) The commercial use that is being made, or is intended to be made, of said invention, and
  - (B) The steps taken to bring the invention to the point of practical application or to make the invention available for licensing.
- (ii) The Government shall retain at least an irrevocable, nonexclusive, paid-up license to make, use, and sell the invention throughout the world by or on behalf of the Government (including any Government agency) and States and domestic municipal governments, unless the Secretary or his designee determines that it would not be in the public interest to acquire the license for the States and domestic municipal governments.
- (iii) Subject to the rights granted in subparagraphs C.(1), (2), and (3) of this clause, the Secretary or his designee shall have the right to terminate the foreign patent rights granted in this subparagraph C.(4) in whole or in part unless the recipient of such rights demonstrates to the satisfaction of the Secretary or his designee that effective steps necessary to accomplish substantial utilization of the invention have been taken or within a reasonable time will be taken.
- (iv) Subject to the rights granted in subparagraphs C.(1), (2), and (3) of this clause, the Secretary or his designee shall have the right, commencing four (4) years after foreign patent rights are accorded under this subparagraph C.(4), to require the granting of a nonexclusive or partially exclusive license to a responsible applicant or applicants, upon terms reasonable under the circumstances and in appropriate circumstances to terminate said foreign patent rights in whole or in part, following a hearing upon notice thereof to the public, upon a petition by an interested person justifying such hearing:
  - (A) If the Secretary or his designee determines, upon review of such material as he deems relevant, and after the recipient of such rights, or other interested person, has had the opportunity to provide such relevant

and material information as the Secretary or his designee may require, that such foreign patent rights have tended substantially to lessen competition or to result in undue market concentration in any section of the United States in any line of commerce to which the technology relates; or

(B) Unless the recipient of such rights demonstrates to the satisfaction of the Secretary or his designee at such hearing that the recipient has taken effective steps, or within a reasonable time thereafter is expected to take such steps, necessary to accomplish substantial utilization of the invention.

## D. Filing of Patent Applications.

- (1) With respect to each Subject Invention in which the Participant or the inventor requests foreign patent rights in accordance with subparagraph C.(4) of this clause, a request may also be made for the right to file and prosecute the U.S. application on behalf of the U.S. Government. If such request is granted, the Participant or inventor shall file a domestic patent application on the invention within six (6) months after the request for foreign patent rights is granted, or such longer period of time as may be approved by the Patent Counsel for good cause shown in writing by the requester. With respect to the invention, the requester shall promptly notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) of any decision not to file an application.
- (2) For each Subject Invention on which a domestic patent application is filed by the Participant or inventor, the Participant or inventor shall:
  - (i) Within two (2) months after the filing or within two (2) months after submission of the invention disclosure if the patent application previously has been filed, deliver to the Patent Counsel a copy of the application as filed including the filing date and serial number;
  - (ii) Within six (6) months after filing the application or within six (6) months after submitting the invention disclosure if the application has been filed previously, deliver to the Patent Counsel a duly executed and approved assignment to the Government, on a form specified by the Government;

- (iii) Provide the Patent Counsel with the original patent grant promptly after a patent is issued on the application; and
- (iv) Not less than thirty (30) days before the expiration of the response period for any action required by the Patent and Trademark Office, notify the Patent Counsel of any decision not to continue prosecution of the application.
- (3) With respect to each Subject Invention in which the Participant or inventor has requested foreign patent rights, the Participant or inventor shall file a patent application on the invention in each foreign country in which such request is granted in accordance with applicable statutes and regulations and within one of the following periods:
  - (i) Eight (8) months from the date of filing a corresponding United States application, or if such an application is not filed, six (6) months from the date the request was granted;
  - (ii) Six (6) months from the date a license is granted by the Commissioner of Patents and Trademarks to file the foreign patent application where such filing has been prohibited by security reasons; or
  - (iii) Such longer periods as may be approved by the Patent Counsel for good cause shown in writing by the Participant or inventor.
- (4) Subject to the license specified in subparagraphs C.(1), (2) and (3) of this clause, the Participant or inventor agrees to convey to the Government, upon request, the entire right, title, and interest in any foreign country in which the Participant or inventor fails to have a patent application filed in accordance with subparagraph D.(3) of this clause, or decides not to continue prosecution or to pay any maintenance fees covering the invention. To avoid forfeiture of the patent application or patent the Participant or inventor shall, not less than sixty (60) days before the expiration period for any action required by any Patent Office, notify the Patent Counsel of such failure or decision, and deliver to the Patent Counsel the executed instruments necessary for the conveyance specified in this paragraph.

## E. Invention Identification, Disclosures, and Reports.

- (1) The Participant shall establish and maintain active and effective procedures to ensure that Subject Inventions are promptly identified and timely disclosed. These procedures shall include the maintenance of laboratory notebooks or equivalent records and any other records that are reasonably necessary to document the conception and/or the first actual reduction to practice of Subject Inventions, and records which show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Participant shall furnish the Contracting Officer a description of these procedures so that he may evaluate and determine their effectiveness.
- (2) The Participant shall furnish the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) on a DOE-approved form:
  - (i) A written report containing full and complete technical information concerning each Subject Invention within six (6) months after conception or first actual reduction to practice whichever occurs first in the course of or under this Agreement, but in any event prior to any on sale, public use or public disclosure of such invention known to the Participant. The report shall identify the Agreement and inventor and shall be sufficiently complete in technical detail and appropriately illustrated by sketch or diagram to convey to one skilled in the art to which the invention pertains a clear understanding of the nature, purpose, operation, and to the extent known, the physical, chemical, biological, or electrical characteristics of the invention. The report should also include any request for foreign patent rights under subparagraph  $C_{\bullet}(4)$  of this clause and any request to file a domestic patent application under subparagraph D.(1) of this clause. However, such requests shall be made within the period set forth in subparagraph B.(2) of this clause. When an invention is reported under this subparagraph  $E_{\bullet}(2)(1)$ , it shall be presumed to have been made in the manner specified in Section 9(a)(1) and (2) of 42 U.S.C. 5908 unless the Participant contends it was not so made in accordance with subparagraph G.(2)(ii) of this clause.
  - (ii) Upon request, but not more than annually, interim reports on a DOE-approved form listing Subject Inventions and subcontracts awarded containing a Patent Rights article for that period and certifying that:
    - (A) The Participant's procedures for identifying and disclosing Subject Inventions as required by this paragraph E. have been followed throughout the reporting period;

- (B) All Subject Inventions have been disclosed or that there are no such inventions; and
- (C) All subcontracts containing a Patent Rights clause have been reported or that no such subcontracts have been awarded.
- (iii) A final report on a DOE-approved form within three (3) months after completion of the Agreement work listing all Subject Inventions and all subcontracts awarded containing a Patent Rights clause and certifying that:
  - (A) All Subject Inventions have been disclosed or that there were no such inventions; and
  - (B) All subcontracts containing a Patent Rights article have been reported or that no such subcontracts have been awarded.
- (3) The Participant shall obtain patent agreements to effectuate the provisions of this clause from all persons in its employ who perform any part of the work under this Agreement except nontechnical personnel, such as clerical employees and manual laborers.
- (4) The Participant agrees that the Government may duplicate and disclose Subject Invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause. If the Participant is to file a foreign patent application on a Subject Invention, the Government agrees, upon written request, to use its best efforts to withhold publication of such invention disclosures until the expiration of the time period specified in subparagraph D.(1) of this clause, but in no event shall the Government or its employees be liable for any publication thereof.
- F. <u>Publication</u>. It is recognized that during the course of the work under this Agreement, the Participant or its employees may from time to time desire to release or publish information regarding scientific or technical developments conceived or first actually reduced to practice in the course of or under this Agreement. In order that public disclosure of such information will not adversely affect the patent interests of DOE or the Participant, patent approval for release or publication shall be secured from Patent Counsel prior to any such release or publication.
  - G. Forfeiture of Rights in Unreported Subject Inventions.
  - (1) The Participant shall forfeit to the Government, at the request of the Secretary or his designee, all rights in any

Subject Invention which the Participant fails to report to Patent Counsel (with notification by Patent Counsel to the Contracting Officer) within six (6) months after the time the Participant:

- (i) Files or causes to be filed a United States or foreign patent application thereon; or
- (ii) Submits the final report required by subparagraph  $E_{\bullet}(2)$  (iii) of this clause, whichever is later.
- (2) However, the Participant shall not forfeit rights in a Subject Invention if, within the time specified in (1)(i) or (1)(ii) of this paragraph G., the Participant:
  - (i) Prepares a written decision based upon a review of the record that the invention was neither conceived nor first actually reduced to practice in the course of or under the Agreement and delivers the same to Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or
  - (ii) Contending that the invention is not a Subject Invention the Participant nevertheless discloses the invention and all facts pertinent to this contention to the Patent Counsel (with notification by Patent Counsel to the Contracting Officer); or
  - (iii) Establishes that the failure to disclose did not result from the Participant's fault or negligence.
- (3) Pending written assignment of the patent applications and patents on a Subject Invention determined by the Secretary or his designee to be forfeited (such determination to be a final decision under the "Disputes" clause of this Agreement), the Participant shall be deemed to hold the invention and the patent applications and patents pertaining thereto in trust for the Government. The forfeiture provision of this paragraph G. shall be in addition to and shall not supersede other rights and remedies which the Government may have with respect to Subject Inventions.

# H. Examination of Records Relating to Inventions.

(1) The Contracting Officer or his authorized representative, until the expiration of three (3) years after final payment under this Agreement, shall have the right to examine any books (including laboratory notebooks), records, documents, and other supporting data

of the Participant which the Contracting Officer or his authorized representative reasonably deems pertinent to the discovery or identification of Subject Inventions or to determine compliance with the requirements of this clause.

- (2) The Contracting Officer or his authorized representative shall have the right to examine all books (including laboratory notebooks), records and documents of the Participant relating to the conception of first actual reduction to practice of inventions in the same field of technology as the work under this Agreement to determine whether any such inventions are Subject Inventions, if the Participant refuses or fails to:
  - (i) Establish the procedures of subparagraph E.(1) of this clause; or
    - (ii) Maintain and follow such procedures; or
  - (iii) Correct or eliminate any material deficiency in the procedures within thirty (30) days after the Contracting Officer notifies the Participant of such a deficiency.

# Withholding of Payment (Not Applicable to Subcontracts).

- (1) Any time before final payment of the amount of this Agreement, the Contracting Officer may, if he deems such action warranted, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this Agreement, whichever is less, shall have been set aside if in his opinion the Participant fails to:
  - (i) Establish, maintain and follow effective procedures for identifying and disclosing Subject Inventions pursuant to subparagraph E.(1) of this clause; or
    - (ii) Disclose any Subject Invention pursuant to subparagraph E.(2)(i) of this clause; or
    - (iii) Deliver the interim reports pursuant to subparagraph E.(2)(ii) of this clause; or
    - (iv) Provide the information regarding subcontracts pursuant to subparagraph J.(5) of this clause; or
    - (v) Convey to the Government in a DOE-approved form the title and/or rights of the Government in each Subject Invention as required by this clause.

- (2) The reserve or balance shall be withheld until the Contracting Officer has determined that the Participant has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by the clause.
- (3) Final payment under this Agreement shall not be made by the Contracting Officer before the Participant delivers to Patent Counsel all disclosures of Subject Inventions and other information required by subparagraph E.(2)(i) of this clause, the final report required by subparagraph E.(2)(iii) of this clause, and Patent Counsel has issued a patent clearance certification to the Contracting Officer.
- (4) The Contracting Officer may, in his discretion, decrease or increase the sums withheld up to the maximum authorized above. If the Participant is a nonprofit organization, the maximum amount that may be withheld under this paragraph shall not exceed \$50,000 or 1 percent of the amount of this Agreement, whichever is less. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the Agreement. The withholding of any amount or subsequent payment thereof shall not be construed as a waiver of any rights accruing to the Government under this Agreement.

#### J. Subcontracts.

- (1) For the purpose of this paragraph the term "Participant" means the party awarding a subcontract and the term "subcontractor" means the party being awarded a subcontract, regardless of tier.
- (2) Unless otherwise authorized or directed by the Contracting Officer, the Participant shall include the Patent Rights clause of 41 CFR 9-9.107-5(a) or 41 CFR 9-9.107-6 as appropriate, modified to identify the parties in any subcontract hereunder having as a purpose the conduct of research, development, or demonstration work. In the event of refusal by a subcontractor to accept this clause, or if in the opinion of the Participant this clause is inconsistent with DOE's patent policies, the Participant:
  - (i) Shall promptly submit written notice to the Contracting Officer setting forth reasons for the subcontractor's refusal and other pertinent information's which may expedite disposition of the matter; and
  - (ii) Shall not proceed with the subcontract without the written authorization of the Contracting Officer.

- (3) Except as may be otherwise provided in this clause, the Participant shall not, in any subcontract or by using a subcontract as consideration therefor, acquire any rights in its subcontractor's Subject Invention for the Participant's own use (as distinguished from such rights as may be required solely to fulfill the Participant's Agreement obligations to the Government in the performance of this Agreement).
- (4) All invention disclosures, reports, instruments, and other information required to be furnished by the subcontractor to DOE, under the provisions of a Patent Rights clause in any subcontract hereunder may, in the discretion of the Contracting Officer, be furnished to the Participant for transmission to DOE.
- (5) The Participant shall promptly notify the Contracting Officer in writing upon the award of any subcontract containing a Patent Rights clause by identifying the subcontractor, the work to be performed under the subcontract, and the dates of award, and estimated completion. Upon the request of the Contracting Officer the Participant shall furnish him a copy of the subcontract.
- (6) The Participant shall identify all Subject Inventions of the subcontractor of which it acquires knowledge in the performance of this Agreement and shall notify the Patent Counsel (with notification by Patent Counsel to the Contracting Officer) promptly upon the identification of the inventions.
- (7) It is understood that the Government is a third party beneficiary of any subcontract clause granting rights to the Government in Subject Inventions, and the Participant hereby assigns to the Government all rights that the Participant would have to enforce the subcontractor's obligations for the benefit of the Government with respect to Subject Inventions. The Participant shall not be obligated to enforce the agreements of any subcontractor hereunder relating to the obligations of the subcontractor to the Government regarding Subject Inventions.

## K. Background Patents.

(1) "Background Patent" means a domestic patent covering an invention or discovery which is not a Subject Invention and which is owned or controlled by the Participant at any time through the completion of this Agreement:

#### 19. PATENT RIGHTS - LONG FORM (Cont'd)

- (i) Which the Participant, but not the Government, has the right to license to others without obligation to pay royalties thereon; and
- (ii) Infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this Agreement.
- (2) The Participant agrees to and does hereby grant to the Government a royalty-free, nonexclusive, license under any Background Patent for purposes of practicing a subject of this Agreement by or for the Government in research, development, and demonstration work only.
- (3) The Participant also agrees that upon written application by DOE, it will grant to responsible parties for purposes of practicing a subject of this Agreement, nonexclusive licenses under any Background Patent on terms that are reasonable under the circumstances. If, however, the Participant believes that exclusive or partially exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to DOE for DOE approval of such licensing by the Participant.
- (4) Notwithstanding the foregoing subparagraph K.(3), the Participant shall not be obligated to license any Background Patent if the Participant demonstrates to the satisfaction of the Secretary or his designee that:
  - (i) A competitive alternative to the subject matter covered by said Background Patent is commercially available or readily introducible from one or more other sources; or
  - (ii) The Participant or its licensees are supplying the subject matter covered by said Background Patent in sufficient quantity and at reasonable prices to satisfy market needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

## L. Atomic Energy.

(1) No claim for pecuniary award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, shall be

## 19. PATENT RIGHTS - LONG FORM (Cont'd)

asserted by the Participant or its employees with respect to any invention or discovery made or conceived in the course of or under this Agreement.

- (2) Except as otherwise authorized in writing by the Contracting Officer, the Participant will obtain patent agreements to effectuate the provisions of subparagraph L.(1) of this clause from all persons who perform any part of the work under this Agreement, except nontechnical personnel, such as clerical employees and manual laborers.
- M. <u>Limitation of Rights</u>. Nothing contained in this Patent Rights clause shall be deemed to give the Government any rights with respect to any invention other than a Subject Invention except as set forth in the Patent Rights article of this Agreement with respect to Background Patents and the Facilities License.

#### 20. ADDITIONAL TECHNICAL DATA REQUIREMENTS

- A. In addition to the technical data specified elsewhere in this Agreement to be delivered, the Contracting Officer may at any time during the Agreement performance or within one (1) year after final payment call for the Participant to deliver any technical data first produced or specifically used in the performance of this Agreement except technical data pertaining to items of standard commercial design.
- B. The provisions of the "Rights in Technical Data" clause included in this Agreement are applicable to all technical data called for under this Additional Technical Data Requirements clause. Accordingly, nothing contained in this clause shall require the Participant to actually deliver any technical data, the delivery of which is excused by paragraph E. of the "Rights in Technical Data" clause.
- C. When technical data are to be delivered under this clause, the Participant will be compensated for appropriate costs for converting such data into the prescribed form, for reproduction, and for delivery.

#### 21. RIGHTS IN TECHNICAL DATA - LONG FORM

#### A. Definitions.

(1) "Technical Data" means recorded information regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. The data may be graphic or

pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer software (including computer programs, computer software data bases, and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein does not include financial reports, cost analyses, and other information incidental to Agreement administration.

- (2) "Proprietary Data" means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or treatments, including minor modifications thereof, provided that such data:
  - (i) Are not generally known or available from other sources without obligation concerning their confidentiality;
  - (ii) Have not been made available by the owner to others without obligation concerning its confidentiality; and
  - (iii) Are not already available to the Government without obligation concerning their confidentiality.
- (3) "Contract Data" means technical data first produced in the performance of the Agreement, technical data which are specified to be delivered in the Agreement, technical data that may be called for under the "Additional Technical Data Requirements" clause of the Agreement, if any, or technical data actually delivered in connection with the Agreement.
- (4) "Unlimited Rights" means rights to use, duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

### B. Allocation of Rights.

- (1) The Government shall have:
- (i) Unlimited rights in contract data except as otherwise provided below with respect to proprietary data.

- (ii) The right to remove, cancel, correct or ignore any marking not authorized by the terms of this Agreement on any technical data furnished hereunder, if in response to a written inquiry by DOE concerning the propriety of the markings, the Participant fails to respond thereto within sixty (60) days or fails to substantiate the propriety of the markings. In either case DOE will notify the Participant of the action taken.
- (iii) No rights under this Agreement in any technical data which are not Agreement data.
- (2) The Participant shall have:
- (i) The right to withhold proprietary data in accordance with the provisions of this clause.
- (ii) The right to use for its private purposes, subject to patent, security or other provisions of this Agreement, contract data it first produces in the performance of this Agreement provided the data requirements of this Agreement have been met as of the date of the private use of such data. The Participant agrees that to the extent it receives or is given access to proprietary data or other technical, business or financial data in the form of recorded information from DOE or a DOE contractor or subcontractor, the Participant shall treat such data in accordance with any restrictive legend contained thereon, unless use is specifically authorized by prior written approval of the Contracting Officer.
- (3) Nothing contained in this "Rights in Technical Data" clause shall imply a license to the Government under any patent or be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

#### C. Copyrighted Material.

(1) The Participant shall not, without prior written authorization of the Contracting Officer, establish a claim to statutory copyright in any Agreement data first produced in the performance of the Agreement. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf a royalty-free, nonexclusive, irrevocable, worldwide license for Governmental purposes to publish, distribute,

translate, duplicate, exhibit and perform any such data copyrighted by the Participant.

- (2) The Participant agrees not to include in the technical data delivered under the Agreement any material copyrighted by the Participant and not to knowingly include any material copyrighted by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in subparagraph C.(1) above. If such royalty-free license is unavailable and the Participant nevertheless determines that such copyrighted material must be included in the technical data to be delivered, rather than merely incorporated therein by reference, the Participant shall request the written authorization of the Contracting Officer to include such copyrighted material in the technical data without a license.
- D. <u>Subcontracting</u>. It is the responsibility of the Participant to obtain from its contractors technical data and rights therein, on behalf of the Government, necessary to fulfill the Participant's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept an article affording the Government such rights, the Participant shall:
  - (1) Promptly submit written notice to the Contracting Officer setting forth reasons for the subcontractor's refusal and other pertinent information which may expedite disposition of the matter; and
  - (2) Not proceed with the contract without the written authorization of the Contracting Officer.
- E. <u>Withholding of Proprietary Data</u>. Notwithstanding the inclusion of the "Additional Technical Data Requirements" clause in this Agreement or any provision of this Agreement specifying the delivery of technical data, the Participant may withhold proprietary data from delivery, provided that the Participant furnishes in lieu of any such proprietary data, so withheld technical data disclosing the source, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("Form, Fit and Function" data, e.g., specification control drawings, catalog sheets, envelope drawings, etc.) or a general description of such proprietary data where "Form, Fit and Function" data are not applicable. The Government shall acquire no rights to any proprietary data so withheld except that such data shall be subject to the "Inspection Rights" provisions of paragraph F., and if included, the "Limited Rights in Proprietary Data" provisions of paragraph G. and the "Participant Licensing" provisions of paragraph H.

F. <u>Inspection Rights</u>. Except as may be otherwise specified in this Agreement for specific items of proprietary data which are not subject to this paragraph, the Contracting Officer's representatives, at all reasonable times up to three (3) years after final payment under this Agreement, may inspect at the Participant's facility any proprietary data withheld under paragraph E. and not furnished under paragraph G. for the purposes of verifying that such data properly fell within the withholding provision of paragraph E., or for evaluating work performance.

#### 22. PATENT INDEMNITY

The Participant shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of U.S. Letters Patent (except U.S. Letters Patent issued upon an application which is now or may hereafter be kept secret or otherwise withheld from issue by order of the Government) resulting from the Participant's: (a) furnishing or supplying standard parts or components which have been sold or offered for sale to the public on the commercial open market; or (b) utilizing its normal practices or methods which normally are or have been used in providing goods and services in the commercial open market, in the performance of the Agreement; or (c) utilizing any parts, components, practices, or methods to the extent to which the Participant has secured indemnification from liability. The foregoing indemnity shall not apply unless the Participant shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of the Participant, unless required by final decree of a court of competent jurisdiction or to an infringement resulting from addition to or change in such supplies or components furnished or construction work performed for which addition or change was made subsequent to delivery or performance by the Participant.

## 23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION

[This Agreement, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.]

## 23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (Cont'd)

- A. Overtime Requirements. The Participant or contractor contracting for any part of the Agreement work, which may require or involve the employment of laborers, mechanics, apprentices, trainees, watchmen, and guards, shall require or permit any laborer, mechanic, apprentice, trainee, watchman, or guard, in any workweek in which he is employed on such work, to work in excess of eight (8) hours in any calendar day, or in excess of forty (40) hours in such workweek, on work subject to the provisions of the Contract Work Hours and Safety Standards Act, unless such laborer, mechanic, apprentice, trainee, watchman, or guard receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight (8) hours in any calendar day, or in excess of forty (40) hours in such workweek, whichever is the greater number of overtime hours.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions of paragraph A., the Participant and any contractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Participant and contractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, apprentice, trainee, watchman, or guard employed in violation of the provisions of paragraph A. in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of his standard workweek of forty (40) hours without payment of the overtime wages required by paragraph A.
- C. Withholding for Unpaid Wages and Liquidated Damages. The Contracting Officer may withhold from the Government Prime Participant, from any moneys payable on account of work performed by the Participant or contractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Participant or contractor for unpaid wages and liquidated damages as provided in the provisions of paragraph B.
- D. <u>Subcontracts</u>. The Participant shall insert paragraphs A. through D. of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.
- E. Records. The Participant shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three (3) years from the completion of the Agreement.

#### 24. FLOOD INSURANCE

The Participant shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the Purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal

#### 24. FLOOD INSURANCE (Cont'd)

financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards and provisions prescribed by the Federal Insurance Administration in 24 CFR Chapter X, Subchapter B., will be complied with.

#### ADDITIONAL GENERAL PROVISIONS

#### 25. DISPUTES

- A. This Agreement is subject to the Contract Disputes Act of 1978 (Pub. L. 95-563).
- B. Except as provided in the Act, all disputes arising under or relating to this Agreement shall be resolved in accordance with this clause.
  - C. (1) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of agreement terms, or other relief, arising under or relating to this Agreement.
  - (2) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.
  - (3) A claim by the Participant shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the Participant shall be subject to a decision by the Contracting Officer.
- D. For Participant claims of more than \$50,000, the Participant shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Participant's knowledge and belief; and the amount requested accurately reflects the agreement adjustment for which the Participant believes the Government is liable. The certification shall be executed by the Participant, if an individual. When the Participant is not an individual, the certification shall be executed by a senior company official in charge at the Participant's plant or location involved, or by an officer or general partner of the Participant having overall responsibility for the conduct of the Participant's affairs.
- E. For Participant claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Participant claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Participant of the date when the decision will be made.

#### 25. DISPUTES

- F. The Contracting Officer's decision shall be final unless the Participant appeals or files a suit as provided in the Act.
- G. The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.
- H. Interest on the amount found due on a Participant claim shall be paid from the date the claim is received by the Contracting Officer until the date of payment.
- I. Except as the parties may otherwise agree, pending final resolution of a claim by the Participant arising under the contract, the Participant shall proceed diligently with the performance of the Agreement in accordance with the Contracting Officer's decision.

#### 26. UTILIZATION OF LABOR SURPLUS AREA CONCERNS

(The following clause is applicable if this Agreement exceeds \$10,000.00)

- A. It is the policy of the Government to award contracts to labor surplus area concerns that agree to perform substantially in labor surplus areas, where this can be done consistent with the efficient performance of the Agreement and at prices no higher than are obtainable elsewhere. The Participant agrees to use its best efforts to place its subcontracts in accordance with this policy.
- B. In complying with paragraph A. of this clause and with paragraph B. of the clause of this Agreement entitled "Utilization of Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals," the Participant in placing its subcontracts shall observe the following order of preference: (1) Small business concerns that are labor surplus area concerns, (2) other small business concerns, and (3) other labor surplus area concerns.
  - C. (1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployment or an area of labor surplus.
  - (2) The term "labor surplus area concern" means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas.
  - (3) The term "perform substantially in a labor surplus area" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the Agreement price.

#### 27. LABOR SURPLUS AREA SUBCONTRACTING PROGRAM

- A. The Participant agrees to establish and conduct a program which will encourage labor surplus area concerns to compete for subcontracts within their capabilities. In this connection, the Participant shall:
  - (1) Designate a liaison officer who will (a) maintain liaison with duly authorized representatives of the Government on labor surplus area matters, (b) supervise compliance with the "Utilization of Labor Surplus Area Concerns" clause and (c) administer the Contractor's Labor Surplus Area Subcontracting Program;
  - (2) Provide adequate and timely consideration of the potentialities of labor surplus area concerns in all "make-or-buy" decisions;
  - (3) Assure that labor surplus area concerns will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of labor surplus area concerns;
  - (4) Maintain records showing the procedures which have been adopted to comply with the policies set forth in this clause and report subcontract awards (see 41 CFR 1-16.804-5 regarding use of Optional Form 61). Records maintained pursuant to this clause will be kept available for review by the Government until the expiration of one (1) year after the award of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulations; and
  - (5) Include the "Utilization of Labor Surplus Area Concerns" clause in subcontracts which offer substantial labor surplus area subcontracting opportunities.
  - B. (1) The term "labor surplus area" means a geographical area identified by the Department of Labor as an area of concentrated unemployment or underemployment or an area of labor surplus.
  - (2) The term "concern located in a labor surplus area" means a labor surplus area concern.
  - (3) The term "labor surplus area concern" means a concern that, together with its first-tier subcontractors, will perform substantially in labor surplus areas.
  - (4) The term "perform substantially in labor surplus areas" means that the costs incurred on account of manufacturing, production, or appropriate services in labor surplus areas exceed 50 percent of the contract price.

#### 27. LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (Cont'd)

C. The Participant further agrees to insert, in any subcontract hereunder which may exceed \$500,000.00 and which contains the "Utilization of Labor Surplus Area Concerns" clause, provisions which shall conform substantially to the language of this clause, including this paragraph C., and to notify the Contracting Officer of the names of such subcontractors.

#### 28. BUY AMERICAN ACT

- A. In acquiring end products, the Buy American Act (41 U.S. Code 10a-10d) provides that the Government give preference to domestic source end products. For the purpose of this clause:
  - (1) "Components" means those articles, materials, and supplies which are directly incorporated in the end products;
  - (2) "End products" means those articles, materials, and supplies which are to be acquired under this contract for public use; and
  - (3) "A domestic source end product" means (i) an unmanufactured end product which has been mined or produced in the United States, and (ii) an end product manufactured in the United States if the cost of the components thereof which are mined, produced, or manufactured in the United States exceeds 50 percent of the costs of all its components. For the purpose of this subparagraph (a)(3)(ii), components of foreign origin of the same type or kind as the products referred to in subparagraphs (b)(2) or (3) of this clause shall be treated as components mined, produced, or manufactured in the United States.
- B. The Participant agrees to give preference in all purchases under this Cooperative Agreement to domestic source end products.

# 29. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS

- A. It is the policy of the United States and the Department of Energy that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals shall have the maximum practicable opportunity to participate in the performance of contracts let by DOE.
- B. The Participant hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. The Participant further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the Department of Energy as may be necessary to determine the extent of the Participant's compliance with this clause.

- 29. UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS
  OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED
  INDIVIDUALS (Cont'd)
- C. As used in this Agreement, the term "small business concern" shall mean a small business as defined pursuant to Section 3 of the Small Business Act (15 U.S.C. 632) and relevant regulations promulgated pursuant thereto, including §1-1.701 of the Federal Procurement Regulations. The term "small business concern owned and controlled by socially and economically disadvantaged individuals" shall mean a small business concern:
  - (1) Which is at least 51 per centum owned by one or more socially and economically disadvantaged individuals; or in the case of any publicly-owned business at least 51 per centum of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
  - (2) Whose management and daily business operations are controlled by one or more of such individuals.

The Participant shall presume that socially and economically disadvantaged individuals include Black Americans, Hispanic Americans, Native Americans and other minorities, or any other individual found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act.

- D. Participants acting in good faith may rely on written representations by their subcontractors regarding their status as either a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals.
- 30. SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS AND SMALL BUSINESS

  CONCERNS OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED

  INDIVIDUALS
- A. The Participant agrees to comply in good faith with the small business and small disadvantaged business concerns subcontracting plan approved by the Contracting Officer which is hereby incorporated in and made a part of this Cooperative Agreement. In this connection, the Contractor shall:
  - (1) Use its best effort to attain such percentage goals as may be set forth in the plan.
  - (2) Designate an individual who will: (i) maintain liaison with the Government on matters relating to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals; (ii) supervise compliance with the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" and (iii) administer the Participant's plan.

- 30. SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS
  OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED
  INDIVIDUALS (Cont'd)
  - (3) Provide adequate and timely consideration of the potentialities of small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals in all "make-or-buy" decisions.
  - (4) Assure that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals will have an equitable opportunity to compete for subcontracts, particularly by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of such concerns. Where the Participant's lists of potential subcontractors which are small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals are excessively long, reasonable effort shall be made to give all such concerns an opportunity to compete over a period of time.
  - (5) Maintain records showing: (i) whether each prospective subcontractor is a small business concern or a small business concern owned and controlled by socially and economically disadvantaged individuals; (ii) procedures which have been adopted to comply with the plan and the policies set forth in this clause; and (iii) with respect to the letting of any subcontract (including purchase orders) exceeding \$10,000, information substantially as follows:
    - (A) Whether the award went to large business, small business, or small business owned and controlled by socially and economically disadvantaged individuals.
    - (B) Whether small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals were solicited.
    - (C) The reason for nonsolicitation of small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals if such was the case.
    - (D) The reason for failure of small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals to receive the award if such was the case when such firms were solicited.

30. SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS
OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED
INDIVIDUALS (Cont'd)

The records maintained in accordance with (5)(iii) above may be in such form as the Participant may determine, and the information shall be summarized quarterly and submitted by the purchasing department of each individual plant or division to the Participant's cognizant liaison officer for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals. Such quarterly summaries will be considered to be management records only and need not be submitted routinely to the Government; however, records maintained pursuant to this clause will be kept available for review by the Government until the expiration of one year after the expiration of this contract, or for such longer period as may be required by any other clause of this contract or by applicable law or regulation.

- (6) Notify the Contracting Officer before soliciting bids or auotations on any subcontract (including purchase orders) in excess of \$10,000 if (i) no small business concern or small business concern owned and controlled by socially and economically disadvantaged individuals is to be solicited, and (ii) the Contracting Officer's consent to the subcontract (or ratification) is required by a "Subcontracts" clause in this contract. Such notice will state the Participant's reasons for nonsolicitation of small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals and will be given as early in the procurement cycle as possible so that the Contracting Officer may give the Small Business period to suggest potentially qualified small business concerns or small business concerns owned and controlled by socially and economically disadvantaged individuals through the Contracting Officer. In no case will the procurement action be held up when to do so would, in the Participant's judgment, delay performance under the contract.
- (7) Include the "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" clause in all subcontracts which offer further subcontracting opportunities.
- (8) Cooperate in any studies or surveys of the Participant's subcontracting procedures and practices as may be required by the Department of Energy or the Small Business Administration.

- 30. SUBCONTRACTING PLAN FOR SMALL BUSINESS CONCERNS AND SMALL BUSINESS CONCERNS
  OWNED AND CONTROLLED BY SOCIALLY AND ECONOMICALLY DISADVANTAGED
  INDIVIDUALS (Cont'd)
  - (9) Submit quarterly reports of subcontracting to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals on such forms as may be specified by the Contracting Officer.
- B. The Participant agrees that, in the event it fails to comply in good faith with its contractual obligations concerning the plan or the clause entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" this Agreement may be terminated, in whole or in part, for default.
- C. The Participant further agrees to insert in all subcontracts hereunder (except those with small business concerns) which contain the article entitled "Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals" and which may exceed \$1,000,000 in the case of a subcontract for the construction of any public facility or in excess of \$500,000 in the case of all other subcontracts, provisions which shall conform substantially to the language of this clause, including this paragraph (c), and to notify the Contracting Officer of the names of such subcontractors.
- D. The provisions of this clause shall not apply to small business concerns.

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CALISTOGA	CA 94515	BOISE	ID 83705
T C BENTON		F E BÉNTON	
4852 PESCADERO AVE.		P C BOX 283	
SAN DIEGO	CA 92107	MONTPELIER	ID 83254
J L BERGOSH		G ₩ BERRY	
420 WAKARA WAY		600 SPRUCE ST	,
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F F BERRY AMERICAN POTATO COMPANY		A R RICKER	
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K BRAY GEOTHERMAL COMMERCIALIZATION OFFICE P O BOX 4096	B P BREEN RESEARCH-COTTRELL BIPHASE 17332 IRVINE BLVD•
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SAN FRANCISCO CA 94104	LEWISTON ID 83501
C A BROTT TELEDYNE - GEOTECH 3401 SHILOH RD	A R BROWN ENGINEERING GEOLOGIC SERVICES 296 COLLEGE PARK DRIVE
	SEAL BEACH CA 90740
W BROWN OWYHEE ENERGY PRODUCES. INC P O BOX 152	T BROWN SR CALIFORNIA THERMOHOL CO INC 1457 FLEET STREET
ADRIAN OR 97901	VENTURA CA 93003
H BRUNSDON WASH- STATE SENATE ENERGY &	H BRUNSDON Washington State Senate Energy & Utilities Committee
OLYMPIA WA 98504	OLYMPIA WA 98504
R W BRYSON	A C BUCK DETROIT TESTING LAB., INC. 8720 NORTHEND AVENUE
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J BUT7 DENVER RESEARCH INSTITUTE P O BOX 19127		J & CABRAL THE CEDA CORPORATION . 1623 FOREST DR., SUITE 205	
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E CAHILL ENERGYLOG CORPORATION 3277 2ND AVENUE		M J CALE 2618 TUSCAN CT.	
SACRAMENTO	CA 95817:	SANTA ROSA	CA 95405
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J D CARPENTER C F BROWN & COMPANY SERIOR SPACE ENGINEER			M D CARPENTER LAKE COUNTY ASSESSORS OFFI 255 N FORBES ST		
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A G COMER MAPCO PRODUCTION COMPANY 1800 S BALTIMORE AVE			C T CONDY CALIFORNIA ENERGY CO INC PRESIDENT		
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DEPARTMENT OF GEOLOGY UNIVERSITY OF WYOMING			484 PANAMA AVENUE		
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F DELLECHAIE O'BRIEN RESOURCES CORPORAT 154 HUGHES ROAD, SUITE 4	ION	,	J DENTON SOUTHLAND ROYALTY CO. 1000 FORT WORTH CLUB TOWER		
			FORT WORTH		76102
H DERRAH CITY OF KLAMATH FALLS P.O. BOX 237			J L DEUBLE WRIGHT ENERGY NEVADA CORP. 777 W. SECOND ST., SUITE 2		30
KLAMATH FALLS	OR.	97601	RENO	NV	89503
J DEUBLE WRIGHT ENERGY, NEVADA CORP 777 W 2ND ST 230	•		B G DI BONA FECERAL BUILDING MS:3344 12TH & PENN N W		
RENO,	ΝV	89503	WASHINGTON	DC	20461
J D . DICK CHAFFEE GEOTHERMAL . LTD 1361 SOUTH GLENCOE			J DITTMAR PARSONS, HAWAII P O EOX 29909		
DENVER		80222	HONOLULU	ні	96820
P J CIVIRGILIO MECHANICAL TECHNOLOGY INC. 968 ALBANY-SHAKER ROAD			R F DONDANVILL		,
LATHAM	ΝY	12110	SANTA ROSA	CA	95406
L DONOVAN APPROPRIATE TECHNOLOGIES.	Th:C		R D DOOLEY		
BOX 1016	1,40		7200 E DRY CREEK		
IDAHO FALLS	ID		ENGLEWOOD .		
D V DOWNES DOWNES ASSOCIATES, INC. RT. 6, BOX 688, DELMAR ROA	D		T J DUESTERBER INTERNATIONAL BUS. SERVICE 1424 K STREET, NW. 3RD FLO	G	
SALISBURY	MD	21801	WASHINGTON	DC	20005

J DUMEYER BOX 11223	•		J R DUNN DUNN GEOSCIENCE E NORTHWAY LANE N		
PUEBLO	CO	81001	LATHAM	NΥ	12110
C S DUNN FENIX & SCISSION, INC. 1401 SOUTH BOULDER			C S DUNN FENIX & SCISSON INC. P.O. BOX 15605	-	
			TULSA	οĸ	74112
F D DUNN ROGERS ENGINEERING CO INC 111 PINE ST	 :		R B DURKIN CAS, ASSOCIATES 4710 N 16TH ST., SUITE 107		
SAN FRANCISCO	C A	94111	PHCENIX	ΑZ	85016
S. L. EASLEY DESERT ENERGY EQUIPMENT IN P.O. DRAWER 9005		:	W B EASTLAKE 1107 N 18TH		
ODESSA	ΤX	<b>7</b> 9762	BOISE	ID	83702
W B ÉASTLAKE 1107 N. 1.8TH		•	F EBELING PAGOSA SPRINGS GEOTHERMAL P C BOX 1507	PROJ	•
BOISE	ID	83702	PAGOSA SPRINGS	со	81147
M T ECKELS 3429 COLFAX B PL	,		R C EDMISTON ANADARKO PRODUCTION CO. P.O. BOX 1330		
DENVER	CO.	80206	HOUSTON	ТX	77001
P EDWARDES CITY OF SUSANVILLE GEOTHERMAL PROJECT OFFICE			H EGO CITY OF VALE CITY MANAGER		· .
			VALE	OR	97918
M EHRLICH WATERGATE TOWER 10TH FLOOR				_	
EMERYVILLE	CA	94608	EMERYVILLE	CA	94608

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S M EISENSTAT			S M			
30 ROCKEFELLER PLAZA			EISENSTAT & GOT 30 ROCKEFELLER	PLAZA		
NEW YORK	NY	10112	NEW YORK			10022
S ELLINWOOD FRANK E BASIL. INC DRAKE CREEKSIDE TWO FORT COLLINS	CO	0032.0	LUS ALAMUS		NM	87544
J R ELLIS U S DEPT OF ENERGY GRAND JUNCTION OFFICE			L M I CUBED CORPORA 378 NEW YORK AV			
GRAND JUNCTION	СO	81501	HUNTINGTON		NY	11743
L ESPOSITO			D J			
INTEGRATED ENERGY SYSTEMS 205 N 10TH ST	INC		100 OCEANGATE	SUITE 300		
BOISE	10	83702	LONG BEACH		CA	90802
D A EVERSOLL NEBRASKA GEOLOGICAL SURVE UNIVERSITY OF NEBRASKA	Y		P RT 2• BOX 810	FAIRCLO		
LINCOLN	NE	68588	KLAMATH FALLS		OR	97601
R H FAKUNDINY NEW YORK STATE GEOLOGICAL 3140 CEC, ESP	SURV	EY	L , EG&G WASCI 2150 FIELDS ROA	FALICK D		
ALBANY	NY.	12230	ROCKVILĹE		MD	20850
D FEDOR NEW MEXICO ENERGY & MINERA P O DRAWER 3-DC	AL DE	ΡŢ	D SVERDRUP & PARC 800 N. 12TH BLV	FENTON EL & ASSOC. D.	INC	
LAS CRUCES	NM	88003	ST LOUIS		МО	63101
D FINN P 0 B0X 1287				FIORE		
	MS	39120	LAS VEGAS		NV	89114

# LISTING OF MTREGE DRILLING MAILING LIST PAGEODI6

L A	FISHER		419	S L FLANDERS AMERICAN WESTERN SECURIT	155. '	TNC
3841 25TH STREE	ET "			360 S MONROE	1634 .	inc.
SAN FRANCISCO	,	CA	94114	DENVER	. co	80209
N H HOUSTON ATLAS. 9441 BAYTHORNE	FLEMING			T FLEMING REGION IV DEVELOPMENT AS EXECUTIVE DIRECTOR	soc.	INC.
HOUSTON		ТX	77041	TWIN FALLS	ID	83301
J C	FLETCHER		· <b></b>	D FOLTZ		
P 0 B0X 111				P.G. BOX 173		
NAGS HEAD		NC	27959	KANSAS CITY	MD'	64141
I CONSTILL & COM				W A FORAKER		
FONSKILL & COME 331 WEST IDAHO	STREET			P C BOX 749		:
BOISE		ID	83701	C H I C 0.	CA	95927
G M FORMINCO, INC. P O BCX 1086	FORD			J W FOSTER HDR ENERGY DEVELOPMENT C SENIOR VICE PRESIDENT	ORPOR A	Y T Í OʻN
BEAVER		UΤ			G'A	30902
C TRÍBAL RESEARCH	FOURSTAR H OFFICE			K S FOX		
80X 1338	٠,			UNION GIL CENTER, ROOM M	33	
POPLAR				LOS ANGELES	CA	90017
<u>u</u>	FOX,			D FREAR	<b></b>	
P 0 80X 8127				1058 BRADLEY LANE		
FOUNTAIN VALLEY			92708			89431
D	FREAR			D FROLIO		
1058 BRADLEY LA	ANE		-	BRACE: WELL & PATTERSON 1850 K STREET N W		
GD48%6		,	00671	MA CHANG TON	D <b>C</b>	20006
SPARKS		N V		WASHINGTON		20006

#### PAGEON17

P E GAGNARD			M	GALLOWAY		
HYDROSCIENCES. INC 12687 W. CEDAR DR.			3888 S. URAVAN	N		
LAKEWOOD	CO	80228	AUPORA `		C C	80013
R GARDNER			R F STANDARD BRANDS	GARDNER		
10960 WLSHIRE BLVD			1899 L STREET.	N W .		
LOS ANGELES	CA	90024	WASHINGTON		D <b>C</b>	20036
R GARDNER STD. BRANDS INC			B ENERGY MANAGEMEI GOVENORS OFFICE	-GAUGLER NT & CONSERV	/ATI	ON
WASHINGTON	DC	20036	BISMARK		ND	58505
R E GAUNT THE RALPH M PARSONS COMPAN VICE PRESIDENT	Y		D G P ENGINEERING 80% 338	GEDDES .		
PASADENA -	C A				10	83654
L GEOSCHL TEXAS A & M RESEARCH FOUND ASSOCIATE FOR PROG • DEVELO	ATIO	N	G ROUTE 5 BOX 195			·
COLLEGE STATION	ТX	77843	IDAHO FALLS		I D	83401
R C GIRTON SCIENCE APPLICATIONS, INC. P.O. BOX 696			W A BIG CHIEF DRILL P O BCX 14837	GLASS ING CO		
IDAHO FALLS G B CLASSCOCK	ΙD	83401	OKLAHOMA CITY		οĸ	73113
G B CLASSCOCK BARCROFT COMPANY 40 CAPE HENLOPEN DRIVE		~ .	R J DEPT OF GEOLOGIC GEOTHERMAL PROGE	CAL SCIENCES	;	
LEWES	DΕ	19958	BLACKSBURG		V A	.24061
S W GOERING COURY AND ASSOCIATES. INC. 7625 WEST 5TH AVENUE	,-		B WHITE WATER CORI 1010 BOOTH	GOFF P	- <b></b>	
LAKEWOOD	со	80225	POCATELLO		ID	83201

#### PAGENNIA

R L GOGIN	D GOLDMAN
1575 24TH AVE	EG&G IDAHO INC P O BOX 1625
SAN FRANCISCO CA 94122	IDAHO FALLS ID 83401
L H GOLDSMITH INTERNATIONAL ENGINEERING CO.INC. 180 HOWARD STREET	N E GOLDSTEIN LAWRENCE BERKELEY LABORATORY 1 CYCLOTRON RD.
SAN FRANCISCO CA 94105	BERKELEY CA 94720
J T GORMLEY D APPOLONIA 7400 S. ALTON COURT	D B GORTE BANK OF AMERICA 555 S. FLOWER STREET
ENGLEWOOD CO 80112	LOS ANGELES, CA 90071
W D GOSNOLD DEPT OF GEOGRAPHY-GEOLOGY UNIVERSITY OF NEGRASKA	W D GOSNOLD JR DEPARTMENT OF GEOGRAPHY/GEOLOGY UNIVERSITY OF NEBRASKA AT OMAHA
OMAHA NE 68132	OMAHA NE
W GOSSETT TIDAHO DEPT OF WATER RESOURCES STATEHOUSE	W GOSSETT Idaho dept of Water Resources Statehouse
BOISE ID 83720	B0 ISE ID 83720
R W GOULD ENERGY SERVICES INC AIRPORT PLAZA #2	R W GOULD ENERGY SERVICES. INC. TWO AIRPORT PLAZA
IDAHO FALLS ID 83401	IDAHO FALLS ID 83401
M J GOULD GEOTHERMAL FINANCIAL CONSULTANTS 18000 S. SAVARONA WAY	W F GRACE US DEPARTMENT OF ENERGY P O BOX 5400
CARSON CA 90746	ALEUQUERQUE NM 87115
D GRAJCER AQUAFARMS INTERNATIONAL • INC • P • 0 • BOX 157	P R GRANT JR
MECCA CA 92254	RIO RANCHO NM 87124

PR GRANT, JR AMREP CORP. 3900 SOUTHERN BLVD., SE			P R GRANT. JR ENERGY RESOURCES EXPLORAT 9720-D CANDELARIA NE	ION.	INC
RIO RANCHO	NM .	87124	AL BUGUER QUE	NM	87112
P R GRANT, JR. ENERGY RESOURCES EXPLORAT 9720-D CANDELARIA RD., NE	ION,	INC	R A GRAY FEDERAL BUILDING, MS:3344 12 AND PENN N W		
ALBUQUERQUE	NM	87112	WASHINGTON	рc	20461
P W GREAVES AMAX EXPLORATION → INC 7100 W 44TH AVE			S GRFEN DIVISION OF WATER RIGHTS DIRECTOR SALT LAKE CITY		84111
P GREEN					
TECHNOLOGY ASSOCIATE 1372 S. FILLMORE			TECHNOLOGY INTERNATIONAL 1372 SG FILLMORE	INC	
	Co	80210	DÉNVER	СO	80210
B GREIDER			M N GRIFFIN		
GEOTHERMAL RESOURCES INT 4676 ADMIRALTY WAY			3548 MEADOW PLACE	-	
MARINA DEL REY	CA	90691	BOISE	10	83706
M E GROVE			D C GPOVE		
P 0 80X 709			P 0 B0X 637		
WHITE SULPHUR'SPRINGS	мт	59645	GRAND JUNCTION	co	81502
J M GRUBE AMINOIL USA INC			F D GRUBER		
P 0 B0X 94193			4930 HIWAY 12 WEST		
HOUSTON	тх	77018	HELENA	MΤ	59601
F D GRUBER 4930 HIWAY 12 WEST			W GUDGET GEYSERGRAM P O BOX 1738		
HELENA	MT	59601	SANTA MONICA	CA	90406

W E	GUSE				GUSE		
P 0 B0X 602	•	•		P 0 B0X 602		• • •	5. <sub>2</sub>
JEMEZ SPRING	s	NM	87025	JEMEZ SPRINGS		NM	87025
W LAYNE WESTER P O BOX 336	GUSTAVSO!	Λ.C		UTAH GEOLOGICAL 606 BLACK HAWK	GWYNN 8 MINERA WAY	L SURV	E Y
MOSES LAKÉ		A W.	98837	SALT LAKE CITY		ųτ	84108
	HAHMAN, S	S R		W F	HAHMAN.	SR CPG	S
	ES BLVD			2045 N FORBES B	LVD		
TUCSON	• •	ΑZ	85705	TUCSON		AZ	85705
₩ R	HAHMAN.	sk.		W R	HAHMAN,	SR.	
2045 N. FORE	ES BLVD. SU	ITE 10	6	2045 N. FORBES	BLVD SU	ITE 10	6
TUCSON	•	ΑZ	85705	TUCSON		ΑZ	85705
A H ALBERT H. HA 3636 LEMMON	LFF ASSOCIATE AVE.		c ·	2012 DALMATION	_		· .
DALLAS	·	ΤẌ́	75219	IDAHO FALLS		10	83401
PO BOX 3965				T L CALIFORNIA DWR P C 50% 388	HANSON		
		*.*	$q^{-1}$			·:•	•
SAN FRANCISC	0	C A	94119	SACRAMENTO		C A	95802
DEPT. OF GEO	O			SACRAMENTO  C E HARRIS ENGINEER 325 TYLER AVE.	HARRIS ` ING		
PHILADELPHIA		PA	19104	EVANSVILLE	• •	1 N	47715
K L	HARRIS	,	•	R F EUREKA ENERGY C 215 MARKET ST R	HARRISON O ,		
GRAND. FORKS		ND	.58202	SAN FRANCISCO		CA.	94106

W F HARRISON OKLHOMA GEOLOGICAL SURVEY UNIVERSITY OF OKLAHOMA			J A HARRISON SUPREME SUGAR CO.+ INC. P C BOX 68		
			LABADIEVILLE .	LA	70372
J A HARRISON SUPREME SUGAR CO., INC. P O BOX 68			J A HARRISON SUPRÈME SUGAR INC ECX 68		
LABADIEVILLE	LA	70372	LABADIEVILLE	LA	70372
			DR R K HART BOISE STATE UNIVERSITY DIRECTOR • CENTER FOR RESEA BOISE		
D HART CITY PLANNING DEPT. 200 N. CHURCH STREET			L HARVEY INTERCOAST PESCURCES 112 NE 74TH		
LAS CRUCES	ΝM	88001	PORTLAND	0.F	97213
W R HATCH 2690 FIELDSTREAM			K HATTON BUREAU OF GEOLOGY, M&MD P.O. BOX 2860	,	
	ID		SANTA FE	NM	87501
Z HAUK CERT 5660 S. SYRACUSE CIRCLE		·	H P HEASLER UNIVERSITY OF WYOMING DEPT OF GEOLOGY		
ENGLEWOOD	CO	80111	LARAMIE	WY	80271
T F HEENAN			C E HFLSLEY HAWAII INSTITUTE OF GEGPHY 2525 CORREA RD.		
					96822
B HENDERICKS MAR-BIL ENTERPRISES 3910 ORANGEWOOD DRIVE	ON		M HENDERSEN R W BECK & ASSOCIATES 660 BANNOCK		
FAIR OAKS	CA	95628	DENVER	C:0	80204

R H	IERMAN -			S A	HICKS		
HERMAN PROPERTIES 18320 TARZANA DR		,		805 N W GEORGI	<b>A</b>		
TARZANA			91356			ŌΒ	97701
R H HYDROTHERMAL COMM EG8G IDAHO, INC	IILKER MERCIALIZA		DIV.	D M	COMMISSION		
IDAHO FALLS		·ID	83401	SACRAMENTO		CA	95825
D L H				H W SC GOV DIV OF ENERGY RESOURC	HIGTT JR		·
BOZEMAN		MT				: -S.C	29201
B F	IODAM -	· · · · ·		D T GEOSCIENTIFIC 8405 PERSHING	HODDER SYSTEMS & CO	: NSUL 02	TING
SACRAMENTO		CA	95814	PLAYA DEL REY	:	CA	90291
D H GSC SUITE 402	IODDER			D GSC 8405 PERSHING			
PLAYA DEL REY	•	C A	90291	PLAYA DEL REY		C'A	90291
M - H AL STERN ASSOCIAT P O BOX 3458	IOLMES ES				нотѕои		
INDIALANTIC		FE				NΑ	98104
F H BECHTEL NATIONAL P O BOX 3965	OULE INC			C W DAMES & MOORE 6 COMMERCE DRI	HOULIK• JR		
SAN FRANCISCO		CA	94119	CRANFORD		ΝJ	07016
L D H BIOMASS ENERGY RE 301 THATCHER GUIL	SEARCH+ I	NC.		J. H. 4614 AIMOND CI	HOWARD .		
PUEBLO ·					•	C-A	94550

S M HOWARD Dept metallurgy			S M HUBBARD		
			WII 28TH AVE.		
RAPID CITY	SD	57701	SPCKANE	WA	99203
C V HUDSON DEPT. OF NATURAL RESOURCES			S L HUDSON		
DEPT. OF NATURAL RESOURCES R&D DIVISION			ENERGETICS CORP. 833 E. ARAPAHO RD. SUITE 2	202	
BATON ROUGE	LA	70804	RICHARDSON	TX	75081
R HUGGINS EOCDC 1007 FOURTH STREET			D A HULL OREGON DEPT OF GEOLOGY &	,	
LA GRANDE	0R	<b>97</b> 850	PORTLAND	GR	97201
R HUNT			W B HUNT JR.		
3823 N 36TH			WESTERN ENERGY OF CARLSBAD SOUTHERN N M WAREHOUSE	)	
BOISE	ID	83703	CAPLSBAD	NM	88220
G W HUTTRER INTERCONTINENTAL ENERGY CO 7503 MAIN DR			N M . HYYTINER ABC CONCRETE PROD PRESIDENT	. = = =	
ENGLEWOOD	CO	80111	RENO	NV	89510
J JACKSON			D JACKSON ENERSUN TECHNOLOGY		
3200 SCOTT BLVD			ENERSUN TECHNOLOGY 19600 LENCHO PL.	ž	
				C A	91789
D JACKSON GERAGHTY & MILLER INC 844 WEST STREET			K JACKSON NEVADA DEPARTMENT OF ENERG 400 WEST KING SUITE 106	) <b>Y</b>	,
			CARSON CITY	ΝV	89710
D V JACKSON WYO-BEN UNITED 1242 NORTH 28TH STREET			J J JACOBSON BATTELE PACIFIC NW LABS EDL BLDG.		
BILLINGS	MT	59103	RICHLAND	WA	99352

R W JAMES GEOTHERMAL COMMERCIALIZAT P O BOX 4096	ION C		O JAMES SNCCO ENERGY DEVELOPMENT O 12700 PARK CENTRAL PL	o.	٠.
			DALLAS	ΤX	75230
R W JAMES WYOMING GEOTHERMAL COMMERCIALIZATION OFFICE LARAMIE	WY	82071	I JAMIESON ENTHALPY INC. 320 COLLEGE AVE., SUITE 30 SANTA ROSA	5 CA	95401
RT 1 BOX 240			W.C. JANSS• JR JANSS CORP 100 E THOUSAND OAKS BLVD		
BELLEVUE	ID	83313	THOUSAND OAKS	CA	91360
D JENKINS BOX 869			B JENNINGS BRUCE JENNINGS 2386 HWY 6 & 50 WEST		
MINDEN	ΝV	89423	GRAND JUNCTION	C 0	81501
P A JEZEK STONE & WEBSTER ENGR CORP P O BOX 2325			A G. JHAVERI JOHN GRAHAM & COMPANY ENERGY MANAGEMENT SPECIALI	٠	
BOSTON	MA	02107	SEATTLE.	WAS	-98101
G R JIRACEK UNIVERSITY OF NEW MEXICO DEPT OF GEOLOGY			R L JODAY ENERGY 8 NATURAL RESOURCE CONSULTANTS. INC.		
ALBUGUERGUE	NM 	87131.	RICHARDSON	ŢХ	.75080
J JOHANSEN OFFICE OF EMERGENCY & ENERGY SERVICES			T C JOHNSON CITY OF IDAHO SPRINGS CITY ADMINISTRATOR		
RICHMOND	VĄ	23225	IDAHO SPRINGS	0.0	.80452
K R JOHNSON GEO PRODUCTS CORPORATION 1330 BROADWAY			K JOHNSON GEOPRODUCTS CORP. 1330 BROADWAY: SUITE 1400		
OAKLAND	CA.	94612	OAKLAND	C A '	94612

W R JOHNSON J OLD OREGON TRAL REAL ESTA 387 A ST WEST	R TĘ		V F. JOHNSON, C HYDRONAUTICS, INC. 7210 PINDELL SCHOOL RD.	IR.	
VALE	OR	97918	PRINCE GEORGE	MD	20810
L JONES LOWELL N. JONES CO P C BOX 1866			S JORDAN JORDAN, APOSTAL, RITTER AS ADMINISTRATION BUILDING 7	soc.	• INC-
KLAMATH FALLS	ÒR	97601	DAVISVILLE	81	02854
B D KAISER ENERGETICS CORPORATION 833 E. ARAPAHO RD., SUITE	202		J KARKHECK BROOKHAVEN NATIONAL LASORA BUILDING 129	TCRY	
		75081	UPTON	NΥ	11973
J KARMENDY DOE/SAN GLGO 1333 BROADWAY			L KATZ UTAH GEOPHYSICAL • INC • • P G BOX 9344		
OAKLAND	CA	54612	SALT LAKE CITY	UT	84109
L KATZZ UTAH GEOPHYSICAL • INC P O BOX 9344			D KAUFFMAN DEPT OF CHEMICAL & NUCLEAR UNIVERSITY OF NEW MEXICO		
SALT LAKE CITY	UT	84109	ALBUQUERQUE	NM	87131
R KFATON NAKASHIMA NURSERY 610 LINCOLN			M KFEHNER KIDDER• PEABODY & CO•• INC 10 HANOVER SQUARE	•	
WATSONVILLE	CA	95076	NF & YORK	N:Y	10005
R C KEENEY			H & KELLEY TOWN OF OCEAN CITY P C BOX 158		
AUSTIN	ТX	78757	DCEAN CITY	MD	21842
R L KELLY TEFFT & KELLY	1		J M KENNEDY		
1225 CONNECTICUT AVE			R4/2066 ONE SPACE PARK		٠
WASHINGTON	DC	20036	REPONDO BEACH	CA	92078

# EISTING OF MIREGE DRIVELING MAJEING EIST

## PAGE 0 0 2 6

R KENT			R KERBEL CITY OF ROCHESTER: 30 CHURCH: ST. + ROOM 205A		•
2309 LINDA VISTA DRIVE			30 CHURCH ST., ROOM 205A		
KLAMATH FALLS	OR:	97601	ROCHESTER	ΝY	14614
F L KESTER INSTITUTE OF GAS TECHNOLOG			J C KIELPINSKI		
3424 SOUTH STATE ST			P 0 BCX 580		
CHICAGO	IL.	60616	STEVENSON	WA.	98648
			K J KINDBLAD CALIF. PUBLIC UTILITIES CO	MM.	
800 MERCED STREET			350 MCALLISTER ST.		
PISMO BEACH	C'A		SAN FRANCISCO	C A	94507
J KIRKMAN MAGIC RESOURCE INVESTORS P.O. BOX 1328			J:P KITA ROY F WESTON INC WESTON WAY		
SUN VALLEY	ID.	83353	WEST CHESTER	PA	19380
K KITAYAMA KITAYAMA BROS. 481 SAN ANDREAS RD.			P KEAUSSEN EAHONTAN INC BOX 630		
WATSONVILLE	CA	95076	SACRAMENTO	C A	95803
C W KLEIN GEOTHERMEX INC.			D W KLICK U S GEOLOGICAL SURVEY		
901 MENDOCINO PERKELEY	E A	94707	NATIONAL CENTER RESTON	VA:	22092
M KNEBEL BURNS & ROE INDUSTRIAL SER 283 ROUTE 17 SOUTH			A. KNODET		
P'AR AMUS:	ŇJ		DERVER	СО	80202
G F KOHLER					
111945 WOODLEY A			11945 WOODLEY		
GRANADA HILLS	CA	91344	GRANADA HILLS	CA	91344

E B KONECCI			K KORTEMEIER		
6206 HIGHLAND HILLS DR.			YUCCA LODGE & BATH 316 AUSTIN		
AUSTIN	ТX	78731	TRUTH OR CONSEQUENCES	ΝM	87901
G C KOSMOS JR			B KRAKOW NEW YORK STATE ENERGY RESE AND DEVELOPMENT ALBANY	45 C L	
2440 DELMAR DR. E		00100	AND DEVELOPMENT	AK CH	
SEATTLE	₩ A	98102	ALBANT	N Y	12225
J C KRONE ROSES INCORPORATED 1152 HASLETT ROAD			J KRUEGER CITY PLANNER - BOX 232		
HASLETT	ΜI	48840	ED GEMONT	SD	57735
J F KUNZE			DRHJ F KUNZE ENERGY SERVICES, INC TWO AIRPORT PLAZA		
•	ID	83401	IDAHO FALLS	10	83401
DR J F KUNZE P E ENERGY SERVICES INC TWO AIRPORT PLAZA			S KURSH SOLAR ENERGETICS INC 301 S WEST ST		
IDAHO FALLS	ΙD	83401	WILLINGHAM	DE .	19899
D KUSTER			J T KUWADA GEOTHERMAL KINETICS 50 CALIFORNIA STREET		
LONG BEACH	CA	90807	SAN FRANCISCO	CA	94111
H C LORANGE	iΕM		T A LADD NAVAL FACILITIES ENGIN•ING 200 STOUVAL ST		
SAN FRANCISCO	C A	94123	ALEXANDRIA	VA	22332
J LAMBIASE VIRGINIA POLYTECHNIC INSTI	TUTE		ROZMA I R	• <b>• • •</b>	
BLACKSBURG	V A	24061	KLAMATH FALLS	OR -	97601

J LANDRUM 375 GLADYS #1		M A LANE CHEVRON RESCURCES COMPANY P C BOX 3722		
LONG BEACH	CA 90814	SAN FRANCISCO	CA	94119
R N LANE GRUY FEDERAL INC. 2500 TANGLEWILDE. SUITE 15		J R LANE VTN CORP P C BOX C 19529		·
HOUSTON	7X 77063	IRVINE		92713
C K LANE WESTEC SERVICES: 3211 FIFTH AVENUE		R K LANGSON CARSON HOT SPRINGS 1500 HOT SPRINGS PD		,
SAN DIEGO	CA 92103	CARSON CITY	N۷	89701
D A LARSEN		M K LARSON CITY OF CALIENTE		
800 18TH ST., NW. SUITE 30	0	TOWN HALL		
WASHINGTON .	DC 20006	CALIENTE	NV	89008
L T LARSUN DEPT GEOLOGICAL SCIENCES UNIV OF NEVADA		K LARSON		
RENO	NV 89557	CALIENTE		89008
T LARSON SAI · 1200 PROSPECT ST		W P LASSETT KEEN POTATO DISTRS, INC P O BOX 321		
LA JOLLA	CA 92038	KLAMATH FALLS	OR	97601
A L LATTANNER UNION OIL CO. OF CALIFORNI 2099 RANGE AVE.		R LAU ENERGY: INC P C BOX 736		
SANTA ROSA	CA 95401			83401
C LAWTON ENVIRONMENTAL RESEARCH & D P O BOX 511	ESIGN			
LAĶEPORT	CA 95453	WASHINGTON		20037

P LEITNER			м	LEVMSON		
ST MARY S COLLEGE			P C BOX 570065	•		
MORAGA	CA	94575	LOS ANGELES		CA	90057
M LEVMSON			М	LEVMSON		
P 0 80X 57065			P C BOX 57065			
LOS ANGELES	CA	90057	LOS ANGELES		C A	90057
P LIDEL SOUTH DAK. OFFICE OF ENER( STATE CAPITOL	SY PC	LICY	P J OREGON INSTITUT	LTENAU E OF TECHNO	LCGY	
PIERRE	SD	57501	KLAMATH FALLS		OR	97601
M A LIGGETT				LINDLAND		
EXPLORATION RESEARCH ASSOCIATED 1701 CLINTON ST., SUITE 2:			1409 ESPLANADE			
LOS ANGELES	CA	90026	KLAMATH FALLS		OR	97601
G M LINDLAND			В	LINNF		
14091 ESPLANADE			P 0 B0X 9669			
KLAMATH.FALLS	OR	97601	BAKERSFIELD		CA	93309
N W LLOYD ELDORADO EXPLORATION, INC.			C H	LOHAH		
7001 WEST 117TH AVE.			1000 CONN. AVEN	UE . NW		
BROOMFIELD	<b>c</b> 0	80020	WASHINGTON		СC	20036
			M	LONG		
2500 TANGLEWILDE			P.G BOX M			
			KLAMATH FALLS			
F G LONG COUNCIL OF ENERGY RESOURCE 5660 S SYRACUSE CIR	TRI	BES	B O•ERIEN RESOURC 154 HUGHES RD••	LONG. ES		
ENGLEWOOD	сò	80111	GRASS VALLEY		CA	95945

A B LONGYEAR LAHONTAN • INC P O BOX 630			D J LOWELL AGIP MINING CO INC 950 17TH ST., SUITE 220	0	,
SACRAMENTO C	Α.	95803	DENVER	co	80202
D A LUNDY BROWN & CALDWELL CONS. ENGS. 1501 N. BROADWAY WALNUT CREEK C	,		E F LUPER MISSISSIPPI DEPT• OF NA EUREAU OF GEOLOGY	T. RESO	URCES
WALNUT CREEK C	: A	94596	JACKSCN	MS	39216
J F LYNCH SOMERSET COUNTY PUBLIC SCHOO PRINCE WILLIAM ST.	LS	•	C MAC EDD NEVOPACHE ELECTRIC COOP P 0 BOX 308	Y ERATIVE	INC
PRINCESS ANNE M	1D	21853	LAKESIDE	ΑZ	85929
J MACDONALD GEOTHERMAL COMMERCIALIZATION P O BOX 4096	l OF	FICE	C MACEDDY NEVOPACHE ELECTRIC COOP P G BOX 308	ERATIVE	INC
LARAMIE W	Υ	82071	LAKESIDE	A Z	85929
R B MACKAY GEOTHERMAL ENERGY SYSTEMS 1600 MT. ROSE HWY			F L MAJCHSZ OHIO GEOLOGICAL SURVEY FOUNTAIN SQUARE	AK ·	
				он	43224
F P MANCINI CAPITOL TOWER • ROOM 502		:	J A MANCUS DELAWARE ENERGY OFFICE P.O. BOX 1401	·	
PHOENIX			DOVER	DE	19901
C J : MANKIN			L MANSDOR	F	
OKLAHOMA GEOLOGICAL SURVEY 830 VAN VLEET OVAL. ROOM 163	5		P C BOX 5377		
NORMAN O	K		BEVERLY HILLS		
A J MANSURE BDM CORPORATION 180 RANDOLPH RD• SE			K MARCOTT GECTHERMAL COMMERCIÁLIZ P G BOX 4096	F ATION O	FFICE
ALBUQUERQUE N			LARAMIE	WY.	82071

K MARCOTTE			D R	MARKER		
GEOTHERMAL COMMERCIALIZATION PO BOX 4096	ON O	FFICE	DIVISION OF ENE AND POWER DEVEL	RGY OPMENT		
			AN CHORAGE			99501
D MARKLE DIVISION OF ENERGY & POWER 338 DENALI STREET			G OJO CALIENTE MI P.O. BOX 468	MARL NERAL SPRIM	es c	0
ANCHORAGE	AK		OJO CALIENTE		NM	88054
T J MARSHALL CAYUGA CO IND DEV AGENCY ERIE DR			DR R C CALIFORNIA DIV 2815 O STREET	MARTIN		OGY
WEEDSPORT	NY	13166	SACRAMENTO		C A	95816
R C MARTIN CALIFORNIA DIV. OF MINES & 107 SOUTH BROADWAY	GE O	LOGY	R. C. DIVISION OF MIN 1416 NINTH ST.	MARTIN ES & TECH• ROOM 1341		
	CA	90012	SACRAMENTO			95814
R H MATHERSON AG-GRO IND. INC GEOTHERMAL AG SYSTEMS			м	MATHEWS		
OAKLAND	CA	94605	LOS ALAMOS		NM	87544
M.D MATTICE HAWAII INST. OF GEOPHYSICS 2525 CORREA ROAD				MAURER ING INC.		
HONOLULU	ні	96822	HOUSTON		T X	77018
R MAYER & JR			E	MC GINNES		
P 0 B0X 1483			SOUTHWEST TEXAS P C DRAWER 677	ELECTRIC C	:00P•	INC
DALLAS	ТX	75221	ELDORADO		TX	76936
B MC NEAL KRUCHEK ENGINEERING 3312 S W KELLY AVE			H & SUNEDCO 12700 PARK CENTI	MCADEN	<b>-</b>	
DOIE O M WELL MAN				_		

W J	MCCABE			<b>T</b>	MCCANTS		1.
2301 S. JEFF D	AVIS HWY		:	P.C. BOX 265			
ARLINGTON	•	VΆ	22202	ANIMAS		NM	88020
P M ADM ASSOCIATES 720 HOWE AVENUE	MCCARTHY!		•	K P OREGON DEPT. OF 102 LABOR & INO	MCCARTHY -	•	
SACRAMENTO		CA	95.825]	SALEM		OR	97310
D ~1411   IRENE	MCCLAIN				MCCONNELL		
BOISE		ID	83702	IDAHO FALLS,	•	10	83401
м	MCDANIĖL				MCDANIEL		
P 0 B0X 488		٠.		P C BOX 488			
CIMARRON		NM	. 877.14	CIMARRON		NM '	87714
W J MAURER ENGINEER 2916 WEST T C	RING INC			DR R C EXFLORATION GEO 5202 COLLEGE GA	MCEUEN THERMICS	ſ	
HOUSTON			77018	SAN DIEGO		C A	92115
L ALABAMA ENERGY STAFF ENGINEER	MCGARR MANAGEMENT	BOAR	D.	E . SOUTHWEST TEXAS P G DRAWER 677	MCGINNES ELECTRIC (	0-0P	INC
MONTGOMERY		ĀL	36130	ELDORADO		ТX	76936
F J SCIENCE APPLICA P O EOX 2351	TIONS INC			C T CHEVRON RESOURCE P G BOX 3722	MCHUGH ES		
LA JOLLA		CA	92638	SAN FRANCISCO		C A	94119
R S MCCULLOCH GEOTH 10880 WILSHIRE	MCINNÍS FERMAL CORPO	RATI	O N	H NATIONAL GEOTHER	MCLAUGHLI1 RMAL CORP	v	
				RENO			89502

KRUCHEK ENGINEERING FUEL 8 MINERAL RESOURCES. INC. 3312 SW KELLY AVE P 0 BOX 2790	
PORTLAND OR 97201 RESTON VA	22090
DR T MEIDAV DR T MEIDAV MEIDAV ASSOCIATES MEIDAV ASSOCIATES THE BROADWAY BUILDING THE BROADWAY BUILDING	
OAKLAND CA 94612 OAKLAND CA	94612
H MELTON R J MEMBRENO DEPT OF ENERGY, OFFICE OF INSPECTOR SAI ENGINEERS, INC DEPT OF ENERGY, 5A 22B-MS 3200 SCOTT BOULEVARD WASHINGTON DC 20585 SANTA CLARA CA	
	95051
F G METCALFE R T MEYER GEOTHERMAL POWER CORPORATION WESTERN ENERGY PLANNERS. LTD. PRESIDENT 2180 SOUTH IVANHOE	
NOVATO: CA 94947 DENVER CO	80222
R T MEYER D MICHELS WESTERN ENERGY PLANNERS. LTD REPUBLIC GEOTHERMAL. INC. 2180 S. IVANHOE, SUITE 4 P.C. BOX 3388	
DENVER CO 80222 SANTA FE SPRINGS CA	90670
H P MIHELIS H P MIHELIS SAI ENGINEERS • INC • SAI ENGINEERS • INC • 3200 SCOTT BOULEVARD	
SANTA CLARA CA 95051 SANTA CLAPA CA	95051
DR R L MILLER SR R L MILLER	
BOX 7738 NO 8 ADMIRAL DRIVE	,
TAHOE CITY CA 95730 EMERYCILLE CA	94608
DR R L MILLER J C MITCHELL WILBUR HOT SPRINGS DEPARTMENT OF WATER RESOURCES 450 WASHINGTON STREET	
WILLIAMS CA 95987 BOISE ID	83702

D K SUDESIGNS - ARCH 1315 GRAND AVENU	MOFFATT ITECTS & PU	.ANN	ERS	W J MOLLTERE OFFICE OF ENVIRONMENTAL AF LA DEPARTMENT OF NATURAL R	FAIR! Esoui	S RCES
GLENWOOD SPRINGS		C:0	81601	BATON ROUGE	LA	70804
J WEYERHAEUSER COM P O BOX 9	MONFORE			M MONTGOMERY INTEGRATED ENERGY SYSTEMS 205 N 10TH STREET	INC	·
KLAMATH FALLS	·	OR	97601	BOISE	ID	83702
BOX 130	MOORF			J L MOGRE CALIFORNIA ENERGY COMPANY. P G BOX 3909	INC	
ONTARIO		OR -	97914	SANTA ROSA	C A	95404
J HAWAIIAN DREDGIN P O BOX 3468	MOREAU			G MORELLI DMJM 3250 WILSHIRE BLVD•		
HONOLULU		НА	96801	LOS ANGELES	C A	90010
R	MORGAN			R. B. MOSS		
1206 N ELM CIRCL	Ε .			78-6800 ALII DRIVE		
TWIN FALLS		ID	83381	KAILUA KONA	ΗI	96740
w S	MOTT		• •	W S MOTT EBASCO SERVICES INCORPORAT TWO WORLD TRADE CENTER		·
NEW YORK	· .	NY	10048	NEW YORK		10048
N A				N A MOYER CALIF. ENERGY COMMISSION		·
7035 INDIGO COUR	Τ .		•	GEOTHERMAL OFFICE MS 59		, ,
				SACRAMENTO	C A	95825
G WESTERN DEVELOPM 2640 S. CANDELIG	MULLER ENT HT DRIVE			S MUNSON TECHNOLOGY INTERNATIONAL• 1372 S• FILLMORE	INC.	
LAS CRUCES		NM	88001	DENVER	с0	80206

S MUNSON TECHNOLOGY INTERNATIONAL, 1372 S. FILLMORE	INC.		P J MURPHY UTAH GEOLOGICAL & MINERAL 606 BLACK HAWK WAY	SURV	EY
			SALT LAKE CITY	UT.	84108
W G MURRAY TEKNEKRON RESEARCH: INC. 1483 CHAIN BRIDGE ROAD			D E: MYFRS		
1483 CHAIN BRIDGE ROAD		/	7312 SOUTH 1600 EAST		
MCLEAN	VA	22101	SALT LAKE CITY	UT	84121
F W - NANTKER					
SEHLL OIL COMPANY			T L NEATHERY GEOLOGICAL SURVEY OF ALABA P O DRAWER O	MA	
VENTURA	CA	93003	UNIVERSITY	AL	35486
T L NEATHERY			S L NEILSEN		
GEOLOGICAL SURVEY OF ALABA P O DRAWER O	MA		177 E CAKRIDGE DRIVE		•
UNIVERSITY	AL	35486	BOUNTIFUL	υŤ	84010
DR J H NEINABER			R NELSON		
P O BOX 1317			BOX 263		
			,		
					83340
DR D NFLSON ROSS STATE UNIVERSITY DEPT OF GEOLOGY			K L NEWMAN WESTEC SERVICES. INC. 505 MARQUETTE NW		
ALPINE	ТX	79830	AL BUGUER QUE	NM	87102
V T NGUYEN NVT TECHNOLOGIES. INC.			R O NICHOLS RESOURCE MANAGEMENT INTERN		
9320 ROBNEL PLACF VIENNA	VA	22180	VICE PRESIDENT SACRAMENTO	CA	95815
R W NICHOLSON WELL PRODUCTION TESTING 3188-D AIRWAY AVE			DR R W NICHOLSON WELL PRODUCTION TESTING 3188 D AIRWAY AVENUE		
COSTA MESA	CA	92626	COSTA MESA	CA	92626

D E	NIELSEN			D DIVISION ÖF WÄT	NIFLSEN	٠.	
85 EAST 1470 SC	· HTUC	•		231 E. 400 SOUT			
FARMINGTON	;	UT	84'025	SALT LAKE CITY		UT	84111
G THERMOGENICS. 1	NIIMI			W E. WILLIAM E. NORK 250 E. GREG STR	NORK		
SANTA ROSA		CA	95405	SPARKS	<i>a</i>	NV	89431
M CITY HALL	NORRIS				NORTHRUP		
P 0 B0X 551	•		•	4312 WESTWAY			٠.
SAFFORD		A Z	85546	DALLAS F F		ΤX	75205
Р	NORTON			Е ў .	NUCKOLS		
P 0 BOX 5326				P 0 B0X 729			:
CARSON		C.A	90749	LOS ALAMOS		NM:	87544
F D TECHNADRIL INC 1111 FANNIN ST				W M LAS VEGAS HILTO PROPERTY OPERAT	N HOTEL	R	·
HOUSTON	,	ΤX	77002	LAS VAGAS	·	V:1	89109
M SEOTHERMAL KINE 301 W. INDIAN S	O*DONNELL TICS			M GEOTHERMAL KINE EXEC•V•P•	O * DONNELL		
PHOENIX -		A2 -		PHOENIX		ΑZ	85013
D SEELINE PARK	O*HATRE			J I			
P 0 BOX 2269				P C BOX 2840			t •
PAYSON	• <del>-</del>	A Z	85541	MIDLAND .	in the second of	τx	79702
M GEOTHERMAL KINE 301 W INDIAN SC	OBONNELL TICS	•		G S OKI NURSERY• IN P O BOX 7118	0K1		
PHOENIX		ΑZ	85013	SACRAMENTO		CA	95826

C OLSON 1536 ELDORADO		·	H J OLSON AMAX EXPLORATION. INC. 7100 WEST 44TH AVE	•	
KLAMATH FALLS	. OR	97601	WHEAT RIDGE	со	80033
R OLSON IHES - GEOTHERMAL DIV. REDISTRIBUTION OF ENERG	Y, INC.		L OLVER INDUSTRIAL ECONOMICS DIV DENVER RESEARCH INST	,	
MARINA DEL REY			DENVER	có	80208
J GNEILL 1404 ELDORADO			L H ORREN JET PROPULSION LABORATORY 4800 OAK GROVE DRIVE, MS 5	06-3	16
KLAMATH FALLS		97601		C A	91103
M PACK			M PACK		
1020 HUMBOLDT, NO. 7		-	1020 HUMBOLDT. NO. 7		
RENO	ΝV		RFNO	ΝV	89509
M PACK 1020 HUMBOLDT. NO. 7			F C PADDISON -APPLIED PHYSICS LABORATORY JOHNS HOPKINS ROAD		
RENO	, N <b>V</b>	89509	LAUREL	ΜD	20810
F C PADDISOL JOHNS HOPKINS UNIV/APL 83 JOHNS HOPKINS ROAD	N		G R PARKS P G BOX 1908		
LAUREL	ΜD	20801	EUGENE	OR	97401
R PARODI AMERICAN THERMAL RESOUR 950 E. KATELLA AVE. SUI	ČES INC TE 9		R H PEARL COLORADO GEOLOGICAL SURVEY 1313 SHERMAN AVE., ROOM 71		
ORANGE	. CA		DENVER	C O	80203
R H PEARL GROUND WATER INVESTIGAT 716 STATE CENTENNIAL BLO	IONS OG		E PEDERSEN ENERGY INCORPORATED P O BOX 736		
DENVER	co	80203	IDAHO FALLS	10	83401

E PEDERSEN ENERGY INCORPORATED		V H PENDLETON	:
P 0 B0x 736		5005 DEL MAR DRIVE	
IDAHO FALLS	ID 83401	CENTRAL POINT	OR 97502
L PETERS 5778 N. D STREET	ν <sub>ι,</sub> * .	C N PETTERSON	
SAN BERNARDINO	CA 92405	PORTLAND	OR 97209
D PFAFF CANADA NW LAND LIMITED 820 - 355 4TH AVE SW		K W PFFRD, A-8 CLIFFSIDE APTS	
CALGARY ALBERTA CANADA		SUNDERLAND	MA 01375
	DG.	A PITTMAN BRIGGS NATIONAL BANK	#1 # 27 <u>1</u>
SALEM	OR 97310	WASHINGTON	DC 20006
J POMPLON GOOD SAMARITAN VILLAGE ADMINISTRATOR		B K POPE ROUTE 1 BOX 48	**1
LAS CRUCES	NM 88001		10 83213
B K POPE  ROUTE 1 BOX 48	<i>(</i>	W A PORTANAVA BOOT ISLAND P C BOX 255	
ARCO	ID 83213	CEDARVILLE	MI 49719
J B PRICE WESTERN WATER WELLS INC P O BOX 294		R O PPINDLE EUREKA RESOURCE ASSOCIATE 2161 SHATTUCK AVE	S
BURNS	OR 97720	BERKELEY	CA 94704
W PRITCHETT NRECA 1800 MASSACHUSETTS AVE NW		M PUGSLEY NEV DEPT OF ENERGY 400 W KING	
WASHINGTON	DC 20036	CARSON CITY	NV 89710
			<b></b>

S QUIETT 1721 PENASCO RD			A F GUIRK Q. B. RESOURCES INTERNATIO 612 S. FLOWER STREET	NAL	
EL CAJON	CA	92020	LOS ANGELES	CA	90017
R QUIST			I S RACKLEY CHILTON ENGINEERING 421 COURT STREET		
		98104			89801
C D RAINEY INTERNATIONAL DEVELOPMENT 1700 N. MOORE ST.	CORP		B C RAINSFORD HDR ENERGYS DEVELOPMENT CO 1500 SOUTHERN FINANCE BLDG	RP.	
ROSSLYN	V A	22209	AUGUSTA 1	G A	30902
R R RANKIN			W H RANKIN		
25E BROOKS TOWERS BLDG			3546 ROCKAWAY CT.		
DENVER	co	80202	CHAMBLEE	G A	30341
C D RAO TEXAS ENERGY & NATURAL RESOURCES ADVISORY COUNCIL			CHAMBLEE  E W RASNER KLAMATH HOUSING AUTHORITY P G BOX 5110		
AUSTIN	ТX	78701	KLAMATH FALLS ·	OR	97601
R RASO ENERGY DEVELOPMENT CORPORA 1476 CALIFORNIA ST. SUITE			L E RAY		
SAN FRANCISCO					
V READ READ DRILLING & DEV. CORP. 1700 N. MOORE ST., SUITE 1	907		V READ READ DRILLING & DEVELOPMEN 1700 NO. MOORE ST.	т со	RP.
ROSSLYN	VA	22209	ROSSLYN	VA	22209
P 0 BOX 15305			ROSSLYN  M RFED USGS MS-18 345 MIDDLEFIELD ROAD		
ORLANDO	FL	32858	MENLO PARK	CA	94025

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8 GEOPHYS. SURA	V DIV. OF GI	E.O <b>L</b> 0,G	ICAL	W K REESER COUNCIL OF ENERGY RESOURCE 56.60 SO SYRACUSE CIRCLE	TRI	BES
ANCHORAGE		AK	99501	ENGLEWOOD	CO	80111
M LA. BIC-FUEL. 1 3630 1-10 SERVI	REZVANI N.C.			A S RICCARDI HENRY J. SEAGROATI CO IN	c.	
METAIRIE	<u></u>	LA	7.0.001	(B)E-RL IŃ	<sup>‡</sup> NY	1202,2
W DEPARTMENT OF E DIV. OF GEO. EN WASHINGTON	RICE NERGY LERGY	;D.C	,20461	L F RICE SYSTEMS: SCIENCE & SOFTWAR P C BOX 1620 (LA JOLLA	CA	9,2:0 3,8
R G SIERRA PACIFIC BOX 10100	RICHARDS			J RICHARDSON 2190 CALKINS AME		
R E:NO				IOAHO FALLS	10	83401
J	RICHARDSO	N .		R RIDDLF GADSEN SCHOOL DISTRICT DIRECTOR OF SPECIAL SERVICE	E S	
IDAHO FALLS		ďĎ	834,01			8:8021
6 3814 JOLIET ST	RIEDESEL			J F FIKER KLAMATH CONSULJING SERVICE 5127 HIGHWAY 39	· I:N	C •
DENVER		:C.O		KLAMATH FALLS	СR	97601
S M MIRADOR CORP. P.O. BOX 1475	ROPERTS			D P ROPERTS ROBERTS GEOLOGICAL SERVICES 1901 KIPLING STREET	· ·	
SILVER CITY		NM	880£1	LAKEWOOD	0.0.	80215
D.B. DENISON MINES ( N 9107 COUNTRY	ROBERTSON US) INC. HOMES BLVD.	#4		J O ROBERTSON ( REPUBLIC GEOTHERMAL P O BOX 3388	JR ·	
		AW				

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K S ROBINSON ETEC ELDG T211	,		P RODZIANKO GECTHERMAL ENERGY CORPORAT PRESIDENT	ION	
CANOGA PARK	CA	91304	NEW YORK	NY,	10006
P O ROEHL ROEHL & ASSOCIATES		-,,	EN ROSALES		
2601 E CHAPMAN AVE. SUITE	112			,	
FULLERTON .	CA	92631	SAN PEDRO	C A	90731
R F ROY. DEPT OF GEOLOGICAL SCIENCE UNIVERSITY OF TEXAS			J M RUDISILL THERMAL POWER COMPANY STAFF ENGINEER		
EL PASO	ΤX	79968	SAN FRANCISCO	C A	94108
A RUHTERFORD			D RUSH ST. ANN'S HOSPITAL		
20 E 66TH ST			800 E. NINTH	•	
NEW YORK	NY	10021 -	TRUTH OR CONSEQUENCES	NM 	87901
G P RYAN GEO-HEAT UTILIZATION CENTER OIT	R		J L SAKAGUCHI VTN 2301 CAMPUS DRIVE		
			IRVINE	CA	92713
E J SAKASHITA TERRA TEK• INC UNIVERSITY RESEARCH PARK			B J SAKASHITA TERRA TEK• INC 420 WAKARA WAY		
SALT LAKE CITY	UT	84108	SALT LAKE CITY	UT	84108
J W SALISBURY FEDERAL BUILDING MS:3344 12TH AND PENN N W			J 0 SALVESON CHEVRON RESOURCES CO. P O BOX 3722		
WASHINGTON	DC .	20461	SAN FRANCISCO	C A	94119
S SARBER 270 ASH			W U SAVAGE WOODWARD-CLYDE CONSULTANTS THREE EMBARCADERO CENTER		
	NV		·	CA	94111

R G SCHAFF ALASKA DIV OF GEOLOGICAL & GEOPHYSICAL SURVEYS	•		E G SCHEMPF EXPLORATION ASSOCIATES 7635 E. 42ND PL.		
ANCHORAGE	lK .	99501	TULSA	oĸ,	74145
B SCHMENK COLUMBIA WILLAMETTE YMCA 2831 SW BARBER BLVD.			M F SCHMIDT		
KLAMATH FALLS 0	)R	97601	KENT	oH <sub>2</sub>	44242
C SCHUBERT D*APPALONIA 10 DUFF ROAD			C E SCHUBERT D*APPOLONIA 10 DUFF RD		
PITTSBURG					15235
A C SCHULTES, II A.C. SCHULTES & SONS, INC. P O BOX 411	1			: igr•	
WOODBURY	IJ	08096	MINNEAPOLIS		55455
J E SCHUSTER WASHINGTON DEPT OF NATRL RES	SOUR	RCES	J SCHUT EASTERN OREGON STATE COLLEC PROGRAM DEVELOPMENT OFFICE		
OLYMPI'A W	1A	98504	LA GRANDE	OR	97850
M SCOTT SENATOR FRANK FERGUSON OFFIC BOX 131	Ε		G SCUDELLA ENERGY RESOURCE & DEVELOPME ENERGY & MINERALS DEPARTMEN	NT (	D <b>IV</b>
KOTZEBUE		99752	SANTA FE	NM	83401
W S SEFLIG IHES - GEO. SC. 19032 SHERMAN WAY, B 116		•	J E SEIPPEL ENERGY SYSTEMS INC P O BOX 182		
RESEDA C	۰.		CYPRESS	C 4	90630
J E SEIPPEL					
ENERGY SYSTEMS INC P 0 BOX 182			P.O. BOX 130		
CYPRESS C	: A	90630	VALE	co	97918

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W A SHAW GETTY OIL CO P O BOX 5237			DR J R SHAW SHAW LAND & ROYALTY CO 3719 ARLINGTON AVENUE #1		1
BAKERSFIELD	CA	93308	RIVERSIDE	CA	92506
I SHEINBAUM I. SHEINBAUM CO., INC. 75 WEST GREEN ST., SUITE 2					
PASADENA	CA	91105	BO ISE	ID	83720
P SHERWOOD WESTEC SERVICES 405 MARQUETTE AVE • NW			KLAMATH COUNTY ECCNOMIC D	EV. A	ssoc.
			KLAMATH FALLS	OR	97601
A SHEW KLAMATH COUNTY ECONOMIC DEVELOPMENT ASSN.	, .		J SHREVE ELIOT ALLEN & ASSOCIATES P 0 BOX 2055 ORETECH		
KLAMATH FALLS	OR	97601	•	0R	97601
G SHULMAN GEOTHERMAL POWER COMPANY• PRESIDENT			J W SHIPE		
ELMIRA	NY	14905	HONOLULU	ні	96822
A SIFFORD IDAHO OFFICE OF ENERGY STATEHOUSE			D SIMUNDSON LLTA P C BOX 410		
ROISE	ID	83720		NM	87544
I L SMEDLEY CALIF. THERMOHOL REFINERY 18218 PARADISE MTN RD #81			W SMITH  RT. 1, BOX 57		
VALLEY CENTER	CA	92082	BONANZA	OR	97623
M J SMITH	· ·		O W SMITH		
BOX 1238			407 5TH ST		
TWIN FALLS	ID	83301	MARYSVILLE	CA	95901

C W	SMITH		•	C. W.	SMITH	c 0	
4476 KOLOHALA	STREET			INTERNATIONAL A 1710 GILBRETH R	D.		
HONOLULU - :		HI:	96816	BURLINGAME		C·A	94010
C W INTERNATIONAL / 1710 GILBRETH /	SMITH AIR SERVICE ROAD			BURLINGAME  C P INTERNATIONAL E P 0 BOX 4057	SMITH NGINEERING	C 0	* * * * * * * * * * * * * * * * * * *
BURLINGAME,		CA	94010	BOISE		ΙD	83704
S L*EGGS PRODUCTS P.O. BOX 788	SMITH S. INC.			G INTERCOMP ENGIN 1201 DAIRY ASHF	SNELL EERING ORU		
MESILLA PARK		NM	88047	HOUSTON	••	т x.	77079
J S	SNIDER	.;		D A HYDROSCIENCES.	SOMMERS		
940 CITY NAT*L	TOWER			12687 WEST CEDA	R DRIVE		· · · · ·
OKLAHOMA CITY		0K	73102	LAKEWOOD		CO	80228
J MONTANA BUREAU	COMPERECCE		• ,	W n	SORRELLS		
	•			6801 CALMONT AV			
BUTTE		мт	59701	FORT WORTH	**************************************	тх.	76116
	SFENCER			M I BROWN AND CALDW 71 E. 28TH AVE	ELL		
ORANGE	. *	СА	92667	EUGENE		OR	97405
J F MINNESOTA GEOLO UNIVERSITY OF M	SPLETTSTOES DGICAL SUREY MINNESOTA	SSER		J MALONE & WILLIA LLOYD & HANSON	SPRINKLE MS ARCHITEC STREETS	T S	
ST. PAUL		MN	55108-	SALISBURY		MD	21801
J MALONE & WILLIA LLOYD AND HANSO	SPRINKLE MMS, ARCHITE( ON STREETS	cts.	:	R WESTERN DEV• - 1224 PENNSYLVAN	SQUIRES C.H. INC. IA NE	<b> </b>	
SALISBURY				ALBUGUERQUE		NM ·	87110

W B STAAB GIBBS & HILL, INC 393 7TH AVE			C STADEL WEST COAST DRILLING CO INC 220 ACADEMY ST		·
NEW YORK	ΝY	10001	MT ANSEL	OR	97362
C STADEL WEST COAST DRILLING OC., I 220 ACADEMY ST	NC		MT ANSEL  A STARKEY  NEW MEXICO ENERGY INSTITUT  NEW MEXICO STATE UNIV	Έ	
MT ANSEL	OR		LAS CRUCES	NM	88003
D W STEEPLES KANSAS GEOLOGICAL SURVEY UNIVERSITY OF KANSAS			M F STFINER PB-KBB INC. 11999 KATY FREEWAY. SUITE	600	
LAWRENCE	KS	66044	HOUSTON		77079
D STELLER ESCATECH CORP 3001 RED HILL AVE			A STERN AL STERN ASSOCIATES P O BOX 3458		
COSTA MESA				FL	32903
A STERN AL STERN ASSOCIATES 1170 N. HWY. A1A, SUITE &			R G STEVENS COOPERS & LYBRAND 110 WEST A STREET		
SATELLITE BEACH	FL	32937	SAN DIEGO	CA	92101
L D STEVENS D•APPOLONIA 10 DUFF ROAD	-		L D STEVENS D*APPOLONIA CONSULTING ENG 10 DEFF RD	. IN	IC•
PITTSBURGH	PA	15235	PITTSBURGH	PΑ	15235
A STEVENSON RIGGER ENGINEERING CORP 550B RIVERDALE DRIVE			T STEWART COULTER STEWART & ASSOCIAT 4409 VISTA WAY	ES •	INC
GLENDALE			DAVIS	C A	95616
T STEWART COULTER, STEWART & ASSOC.,			D. STOCKTON		
4409 VISTA WAY	INC		1416 NINTH ST., ROOM 1310	•	
DAVID	C A	95616	SACRAMENTO	CA	95814

# LISTING OF MTRUGE DRIELING MATEING EIST PAGE0046

G W DIVISION OF WATE P O BOX 506	STOKER ER RIGHTS			N. MCGULLOCH GEOTHE 390 NORTH FORBES	STOLESEN ERMAL CORPOR STREET	GATE I	) N:
CEDAR CITY		UT	84720	LAKEPORT		C A	95453
DR A M APL/JHU	STONE			G STOOKESBURY DRIN 545 N⊕ G STREET	STOOKESBURY LEING CO.		
LAUREL		M.D.	20810	LAKEVIEW	•	O R	97630
911 PINE GROVE I	STOREY	 :		D: PRESIDENT 911 PINE GROVE F	STOREY	. <b></b>	
KLAMATH FALLS		OR	97601	KLAMATH FALLS		0'R	97601
R G CALIFORNIA DIV 1416 NINTH ST.,	STRAND OF MINES &	GEOL	0 <b>GY</b>	R. H E-B-L ENGINEERS P C BOX 407	STRATEMEYER INC	} .	
SACRAMENTO		CA	95814	SALISBURY		MD	21801
H E DEPT • OF WATER I P O BOX 388	STRICKMEYE	R		S S P 0 60X 111• R00	SUGINE	,	
SACRAMENTO		CA	95.821	LOS ANGELES		CA	90051
H. US DEPT. OF ENE 1333 BROADWAY	SULLIVAN	•		R F KIRKHAM MICHAEL 9110 WEST DODGE	SULLIVAN PE & ASSCC		. ;
Ó AK L AND	· · · · · · · · · · · · · · · · · · ·	CA	94612	OMAHA		NE	68114
₩ K BOX 684 9 904 CU	SUMMERS			H EXLOG/SMITH P O BOX 666	SUN		
SÕCORRO	• •	NM	87801	COEB	•	CA	95426
H RIGGER ENGINEER 550B RIVERDALE				C A NEW MEXICO STATE PHYSICS DEPARTME		·	
GLENDALE		C A	91204	LAS CURCES		NM.	880 <b>01</b>
						,-	

W J TASTLE SOUTHERN TIER E• REGIONAL DEVELOPMENT BOARD BINGHAMTON	PLAN	NING	W W TAYLOR AGUITAINE COMPANY OF CAN	ADA LT	D
DEVÉLOPMENT BOARD BINGHAMTON	NY	13901			
N R TAYLOR INTERNAT*L DISTRICT HEATIN 1735 EYE ST. NW. SUITE 611	G AS	SOC.	E. TERRY EL CAPITAN P.G. EOX 1187		
WASHINGTON	DC	20006	HAWTHORNE	N۷	89415
B THOMA			T R THOMAS		
WILLMAR COMMUNITY COLLEGE			11823 E SLAUSON AVENUE		
WILLMAR	MN	56201	SANTA FE SPRINGS	CA	90670
B L THOMAS ENERGY ANALYSIS, INC P O BOX 1508			D M THOMAS		
NORMAN	ок	<b>7</b> 3070	HONOLULU	ні	96822
A P THOMPSON THIOKOL CORPORATION P O BOX 524			A P THOMPSON THIOKOL CORPORATION 2503 N MAIN		
SALT LAKE CITY	UT	84111	LOGAN	UT	
W THOMSON			P THORSON		
P 0 80X 748			P 0 B0X 248		
SANTA YNEZ	CA	93460	WOCDINVILLE	WA	98072
J THURSTON HUNT OIL COMPANY MINERALS DIVISION SUITE 28 DENVER	20		R 6 TIGHE ECONOMIC DEVELOPMENT CO 329 MAIN STREET		14224
DR A B TIPTON			R TOPPING		
OCCIDENTAL RESEARCH CORP P O BOX 19601			P G B0X4104		
IRVINE	C A	92713	SANTA ANA	C A	92702

# LÍSTIÑG OF MTRUGU ÖRÍLLING MAILING LIST

DR W J APPLIED PHYSICS JOHNS HOPKINS RO	LAB			D TOWSÉ DÉLTÁ RESEARCH INSTITUTE BOX 3011		
LAUREL		MD	20810	SAN JOSE	CA	95116
C L	TRÁYLÓR			R P TREMBLAY .		
1555 CANDÉLIGHT LAS CRUCES	DRIVE	NM	88001	MANAGEMENT ANALYST BOISE	ID	83720
C P•0• BOX 16	TRENARY			R P TREMBLAY STATE OF IDAHO MANAGEMENT ANALYST BOISE  D TREXLER NEVADA BUREAU OF MINES & G UNIVERISTY OF NEVADA	EGLO	GY
CASTELLA		CA	96017	RENO	NV	89557
J J VTN INC P O BOX C19529	TRINDLE			J TROISI WATER, MINERAL HODROCARBON P C BOX 100	OFF	1 C E
IRVÍNĖ		CA	92713	EAGLE BUTTE	SD	57625
E S P 0 BOX 614	TULEIS			EAGLE BUTTE  D L TURNER GEOPHYSICAL INSTITUTE UNIVERSITY OF ALASKA		-
NEW CASTLE		UT	84756	FAIRBANKS	ΔK	99701
J Ř IDÁHO POWER CO P O BÖX 70	TURNER			F TURPIN MORRISON KNUDSEN CO., INC. P 0 BOX 7808		
BOISE		1 D	83707	BO 1SE	10	83729
R PARSONS-BRINKERH 8301 GREENBORG D	OFF			S VADER MORRISON-KNUDSEN COMPANY P 0 80X 7808	INĆ	•
MC CLAIN		=		BOISE	ID.	83729
L CER CORPORATION P O BOX 15090	VAN DER HAR	ST		O J VAN ECK IOWA GEOLOGICAL SURVEY 123 N. CAPITOL STREET		
LAS VEGAS		NV	89114	IOWA CITY	I A	52242

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R F				A T V	N HUISEN	
GRIPS COMMISSIO 2628 MENDOCINO				29456 INDIAN VALLE	Y RD.	
SANTA ROSA		CA	95401	ROLLING HILLS ESTA	ATES CA	90274
J	VANOLST	: A T T O	. 8 ( 4 5	, W V	ARLEY	
11211 SORRENTO	VALLEY ROAD	) )	INAL	1200 18TH STREET N	1 W	
•						•
SAN DIEGO -		CA	92121	WASHINGTON .	DC	20036
7 M	VARLFY			T VAGRUY FEDERAL, INC.	LUGHT	
1200 18TH STREE	TNW			2001 JEFFERSON DAY	/IS HIGHWAY	•
WASHINGTON				ARLINGTON		
F P	VERLING			s n Vi	ICKERS .	
P 0 BCX 789				BONNEVILLE POWER A	IDMINISTRATIO	O №
KLAMATH FALLS		OR	97633	PORTLAND	OR	97208
M	VORUM			D WA CITY ADMINISTRATOR P C BOX 385	AFFLE	
7625 W 5TH AVE	TES INC			P C BOX 385	,	
LAKEWOOD		C O		OAKRIDGE:		
K.W. °S GEOTHERM	WALKER			E L WA	LSTON. JR.	senr.
2730 CHERRY AVE				418 COLFMAN STREET		
LONG BEACH		C A	90806	MARLIN	T X	76661
F B PATTERSON TOWER	WARNER PARTMERSHI	P	•	M W WA PADEL• INC 1299 N FIRST ST	SHBURN	
300 PATTERSON P	LACE	•		1299 N FIRST ST		
27004504		N. 5.	F ( F 0 4			05440
BISMARCK		ND 	58501	SAN JOSE	C A	95112
B SOLAR ENERGETIC	WEBER S. INC		*	B. WE SOLAR ENERGETICS.	BER INC.	
301 S WEST ST				301 S. WEST ST.		
STEMTRICHAM		0.5	10001	1/TI MINCTON	nr	10001
WILMINGHAM		U.C.	17001	WILMINGTON	иt. 	19801

LOS ANGELES  CA 90071 KEAPNS  M VERT CH2M HILL 200 SW MARKET ST  PORTLAND  OR 97201 LA JOLLA  CA 92038  WH WESTPHAL 4398 S. AKRON  CO 80111 SALEM  OR 97310  DR. J WHELAN CODE 26601 NAVAL WEAPPONS CENTER  CHINA LAKE  CA 93555 TUCSON  AZ 85721  DM WHITE TEXAS ENERGY & NATURAL RESOURCES ADVISORY COUNCIL  AUSTIN  TX 78701 OAK RIDGE  FANCHO SANTA FE  CA 92067  RANCHO SANTA FE  CA 92067  RANCHO SANTA FE  CA 92067  RANCHO SANTA FE  CA 93070 SACRAMENTO  CA 99825  RE WILLIAMS  ALGERANTO  ALGERAY OF SACRAMENTO  CA 99825  DENVER  CO 80208 LARAMIE  WY 82071  DENVER  CO 80208 LARAMIE  WESTON  CA 92038  CA 92040  CA 97310	J B WEINRESS BANK OF AMERICA NT & SA 555 SOUTH FOWER STREET #5	154		E B WELCH PACIFIC INTERMTN MINERALS 4353 W 5615 S	İNC.	
M WERT SCIENCE APPLICATIONS, INC.  PORTLAND OR 97201 LA JOLLA CA 92038  WH WESTPHAL CL WHEELER WATER RESOURCES DEPARTMENT  S55 13TH STREET NE  ENGLEWOOD CO 80111 SALEM OR 97310  DR. J WHELAN DEPT OF CHEMICAL ENGINEERING UNIVERSITY OF ARIZONA  CHINA LAKE CA 93555 TUCSON AZ 85721  DM WHITE TEXAS ENERGY 8 NATURAL RESOURCES INSTITUTE FOR ENERGY ANALYSIS ADVISORY COUNCIL AND ALTERNATIVE ENERGY INC BOX 961  DATE OF A STREET OF CALIFORNIA STREET OF CALI	LOS ANGELES	CA	90071	KEARNS	υT	84118
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DR. J WHELAN DEPT OF CHEMICAL ENGINEERING UNIVERSITY OF ARIZONA  CHINA LAKE CA 93555 TUCSON AZ 85721  DM WHITE TEXAS ENERGY & NATURAL RESOURCES ADVISORY COUNCIL OAK RIDGE ASSOCIATED UNIVERSITIES  AUSTIN TX 78701 OAK RIDGE TN 37830  J WIEGAND ALTERNATIVE ENERGY INC BOX 961  RANCHO SANTA FE CA 92067 RANCHO SANTA FE CA 92067  R WILL S LILLARD CALIF. ENERGY COMMISSION GEOTHERMAL OFFICE MS-59  ALOHA OR 97007 SACRAMENTO CA 99825  R.E. WILLIAMS DENVER RESEARCH INSTITUTE UNIVERSITY OF DENVER RESEARCH INSTITUTE UNIVERSITY OF DENVER BOX 3355	W H WESTPHAL	•		C L WHEELER WATER RESOURCES DEPARTMENT		í
DR. J WHELAN DEPT OF CHEMICAL ENGINEERING UNIVERSITY OF ARIZONA  CHINA LAKE CA 93555 TUCSON AZ 85721  DM WHITE TEXAS ENERGY & NATURAL RESOURCES ADVISORY COUNCIL OAK RIDGE ASSOCIATED UNIVERSITIES  AUSTIN TX 78701 OAK RIDGE TN 37830  J WIEGAND ALTERNATIVE ENERGY INC BOX 961  RANCHO SANTA FE CA 92067 RANCHO SANTA FE CA 92067  R WILL S LILLARD CALIF. ENERGY COMMISSION GEOTHERMAL OFFICE MS-59  ALOHA OR 97007 SACRAMENTO CA 99825  R.E. WILLIAMS DENVER RESEARCH INSTITUTE UNIVERSITY OF DENVER RESEARCH INSTITUTE UNIVERSITY OF DENVER BOX 3355	ENGLEWOOD	Сo	80111	SALEM	OR	97310
D M WHITE TEXAS ENERGY & NATURAL RESOURCES ADVISORY COUNCIL  AUSTIN  TX 78701  ALTERNATIVE ENERGY INC BOX 961  RANCHO SANTA FE  WILL  S WILLARD CALIF. ENERGY COMMISSION GEOTHERMAL OFFICE MS-59  ALOHA  OR 97007  CA 99825  RE WILLIAMS DENVER RESEARCH INSTITUTE UNIVERSITY OF DENVER  DR C WHITTLE INSTITUTE FOR ENERGY ANALYSIS OAK RIDGE SNERGY ANALYSIS OAK RIDGE ASSOCIATED UNIVERSITIES  ALOHA TX 78701  OAK RIDGE ASSOCIATED UNIVERSITIES  ALOHA TX 78701  OAK RIDGE ASSOCIATED UNIVERSITIES  ALOHA TX 78701  OAK RIDGE ASSOCIATED UNIVERSITY  ALOHA TX 78701  OAK RIDGE TX 78701  ALTERNATIVE ENERGY COMMISSION  GEOTHERMAL OFFICE MS-59  ALOHA TX 78701  ALTERNATIVE ENERGY COMMISSION  GEOTHERMAL OFFICE MS-59  BOX 3355	DR. J WHELAN CODE 26601			D WHITE DEPT OF CHEMICAL ENGINEERS	NG	
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K WILSON FUGRO• INC 3777 LONG BEACH BLVD			G V WILSON GEOLOGICAL SURVEY OF ALABA P C DRAWER O	М Д	,
LONG BEACH	CA	90807	UNIVERISTY	AL	35486
J L WILSON NEW ALBION RESOURCES CO. P O BOX 168			DR E J WITTERHOLT CITIES SERVICE COMPANY ENERGY RESOURCES GROUP	· · ·	
SAN DIEGO	CA	92112	TULSA	оĸ	74150
L WOITKF PACIFIC GAS & ELECTRIC COM GERERATION PLANNING DEPT.	PANY ROOM	· <b>1</b> 382	K A WONSTOLEN NATL CONFERENCE STATE LEGIS GEOTHERMAL POLICY PROJECT	STAT	JRES
SAN FRANCISCO	CA	94106	DENVER	СО	80202
J WOODRUFF DEPT OF PLANNING & ECONOMIC			C M WOODRUFF,	JR	
DEVELOPMENT HONOLULU	HA			ТX	78712
D J . WOOLLEY FACILITY ENGR SHELL OIL CO P O BOX 527			F D WORMAN SRG/COG 575 S. ALAMEDA		
HOUSTON	ТX	77061	LAS CRUCES	NM	88001
T C WRIGHT  148 WEST 73RD STREET			J YFATES REGION IV DEVELOPMENT ASSOC 725 SHOSHONE ST SOUTH		
NEW YORK	NY	10023	TWIN FALLS	ID	83301
J N YORDT NATIONAL GEOTHERMAL SERVICE PETROLEUM INFORMATION	Ē		E J ZAIS ELLIOT ZAIS & ASSOC INC 7915 NW SISKIN DRIVE		
DENVER	CO.	80201	CORVALLIS		97330
M G ZEISLOFT			T ZELLER RE/SPEC INC P 0 ROX 725		
P 0 B0X 1107			P 0 B0X 725		
COLFAX	CA	95713	RAPID CITY	SD	57709