



Request for Proposals

For

Information Technology and Administrative Systems Improvement Project

May 17, 2016



Information Technology, Administrative Systems Improvement Project

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I. FOREWORD

This RFP is issued by the Low Impact Hydropower Institute (LIHI) to obtain proposals for a solution to improve LIHI's information technology and administrative systems. Vendors are expected to provide proposals in response to this RFP no later than June 3, 2016, with a Pre-Bid Conference to answer questions scheduled for May 25, 2016 (see below for full schedule). Questions about this RFP and the process for responding to it may be directed to Dana Hall, LIHI Deputy Director at dhall@lowimpacthydro.org.

II. OVERVIEW

A. PURPOSE OF RFP

The purpose of this RFP is for LIHI to select the best proposal and retain the services of a consultant qualified to migrate LIHI's existing administrative processes to a cloud-based Customer Relationship Management (CRM) system, and to train LIHI staff and contractors to use the new CRM system for an easy transition. The RFP should include the following essential deliverables:

1. Develop Online LIHI Application Portal
2. Migrate all existing records to CRM and online Record Management System
3. Integrate Application Portal with CRM System
4. Customize a project management Dashboard integrated with all systems
5. Training modules for LIHI staff and contractors

B. BACKGROUND

The Low Impact Hydropower Institute (LIHI) is a non-profit certifying organization, with a mission of reducing the impacts of hydropower generation through its voluntary Low Impact Certification Program. A LIHI certificate creates a market-based incentive for hydroelectric projects to enhance their environmental stewardship, resulting in more green energy and healthy rivers. The LIHI Certification Program has existed since 2000, with steady and consistent growth in the number of certified facilities and a staff of one full time employee (FTE) at the time of formation to 2.5 FTEs and a team of five independent contractors (LIHI Contractors) located across the US, all who periodically access the LIHI records system. The program requires continual monitoring of certified project operations through the maintenance of digital records throughout the term of each certificate with annual reporting obligations and project specific due dates. The LIHI program also involves communications from a diverse set of stakeholders, all of which must be tracked, stored and organized in an efficient and orderly manner. The data set includes a combination of text, geolocation data, numeric data as well as external records in pdf and jpg format. The LIHI Certification Program has outgrown the current arcane system of record keeping, and has become inefficient and unwieldy.

C. KEY OBJECTIVES

LIHI is seeking through this RFP to transform the administrative systems, project management, information technology and customer/stakeholder relation management to a modern, flexible and efficient process that allows for continued growth and new innovations. The key objectives of this IT improvement project are:

- Creation of a new system of adaptive/automated forms for the certification application, with data stored in a central database organized by client and project.
- The system must include the capability for an applicant to log in to a secure area to access their own projects, to work on applications and save changes and to upload files and submit reports on an ongoing basis.



- A variety of access levels will be required, with limited, controlled access for customers to their own account data through a web based portal, as well as varying levels of system wide administrative access for staff and designated access for hired contractors.
- The data base must safeguard business-sensitive information with appropriate privacy controls
- The database should support query-based access for extracting both numeric and text data, and must include analytical capabilities such as numerical and geospatial mapping.

D. CURRENT ENVIRONMENT

LIHI records are comprised of a variety of Microsoft Word, Excel, pdf and image files, stored on several shared DropBox folders. There is no CRM system or central database currently in use and there has been little to no universal data extracted from these individual files. The table in **Appendix A** describes each system currently in place and describes LIHI's evaluation of performance.

E. SCOPE & SYSTEM CAPABILITIES

The scope of this project involves the migration of existing files with disparate data points to a new centralized, CRM database system that can be accessed at multiple levels, by LIHI internal staff, contractors (application reviewers), LIHI customers (applicants) and possibly other stakeholders. It also involves the transformation of the LIHI Certification application process from the use of Microsoft Word as the primary form, to new adaptive fillable forms which extract data into a central database, as well as a Dashboard capable of tracking all program activity. Vendors are expected to provide the following capabilities:

1. **Develop Online LIHI Application Portal** – LIHI's current application process consists of a series of Microsoft Word tables and supporting documentation (pdf format) which prospective applicants submit to LIHI staff for review. The selected Vendor will develop an online portal where customers create accounts capable of multiple project applications, complete applications online and upload supporting documentation when prompted. The application form must include skip logic, where answers to certain questions either prompt additional questions or allow the applicant to skip to a new question. The application can be either a custom-made portal or off-the-shelf technology (Formstack, SurveyGizmo, etc.) that provides a rich and customizable interface and format.
2. **Migrate all existing records to CRM and online Record Management System** – LIHI's existing system of maintaining contacts and records consist of individual email accounts held by LIHI staff and spreadsheets stored on Dropbox. This data must be migrated into a customized CRM system. External parties also need to access LIHI records for limited purposes. The selected Vendor will identify and select an appropriate CRM system (either custom or off-the-shelf such as Salesforce or MS Dynamics, e.g.), migrate all communication records to this new system and develop a path where future correspondence tied to specific customers and projects will be recorded in this system.
3. **Integrate Application Portal with CRM System** – As applicants move through the stages of the application process, data fields must be integrated from the fillable form into the central CRM database, and corresponding communications should be tagged to each project. The selected Vendor should demonstrate how they will integrate the LIHI Account / Application Portal with the CRM system to facilitate this.
4. **Customize a Dashboard for Project Management** – The application portal, CRM system and all other key LIHI data systems should be accessible via a workflow Dashboard to manage the full range of workflow for the LIHI Certification Program. The Dashboard must include the capability to record and alert administrators of processing deadlines.

5. **Training modules for LIHI staff and Contractors** - The proposal must include training modules to train LIHI staff and contractors on utilizing the new systems and workflow Dashboard. Vendors must provide information about available training and representative costs for users in the multiple roles required for the implementation and support of the proposed system (e.g., data base administrators, functional users, system administrators, etc.). Vendors must provide information about the range of support services available and provide corresponding price points.

F. PROPOSAL EVALUATION

Following bid submission, LIHI will evaluate each proposal and select a slate of candidates for final consideration. The initial evaluation will be based solely on vendors' proposals and will include, but not necessarily be limited to, the following criteria:

- Quality, usability, stability, and flexibility of proposed vendor product(s)
- Demonstrated ability of the vendor to deliver a solution which meets the business requirements within the desired architectural framework
- Depth of experience on similar projects
- Qualifications of project personnel, if applicable
- Costs for the full life-cycle of the solution **including separate milestone phases**, both for implementation and for post-implementation support

LIHI, in its sole discretion, reserves the right to reject any or all proposals if none are found to be acceptable.

III. PROPOSAL REQUIREMENTS

To complete this RFP, please provide the information below:

A. VENDOR INFORMATION

Vendors must provide a description of their company, a list of their management team, as well as the names, phone numbers, e-mail addresses of two (2) references who can speak to their experience with your company's Information Technology services.

B. EXECUTIVE SUMMARY OF PROPOSAL

Vendors must include an executive summary of the proposal describing how it fulfills the project objectives.

C. TECHNICAL REQUIREMENTS

1. Please list all hardware and operating system platforms necessary for the project.
2. Describe the overall architecture of the proposed system. Please include diagrams or charts to depict the architecture and processing functions as well as a list of all modules that the product requires in order to operate the various components of your system.

D. SECURITY AND PRIVACY REQUIREMENTS

Since the systems described in this RFP will be used to store and transmit some highly sensitive data, the vendor's products are expected to provide appropriate levels of security and privacy. Please describe the approach to security in the proposal.

E. REPORTING AND ANALYTICS

Vendors must provide information about the solution's ability to provide reports and to facilitate data analysis. The solution must provide access to data via standard, guided and ad-hoc reporting and



extraction. It must also provide system interfaces with existing LIHI systems and external providers to receive and send data to and from the system.

F. IMPLEMENTATION SCHEDULE AND PROJECT TEAM

Given the scope of the requirements and based on experience with similarly scaled systems, vendors must provide a suggested implementation approach. Vendors must:

- Present a suggested implementation approach and high-level project plan, with an estimate of total person-hours Identify functional and technical resources that the vendor believes are critical for product knowledge transfer and implementation. Please include estimated duration, level of participation, and representative resumes for vendor resources.
- Supply the name and contact information of vendor representative who will have overall responsibility for the project.

G. PRICING

Vendors are required to supply a fixed price bid for the project. Please price software, third-party software, annual maintenance and licensing options separately. Proposal pricing should be itemized using milestones which reflect the implementation approach and project plan. Prices must remain firm for 180 days from the proposal due date.

H. ADDITIONAL EXPENSES

Proposals must define any additional expenses that apply to the project. This may include charging procedures and billing rates for any unforeseen modifications or enhancements to the software, proposed services or project scope. This information must also detail how the vendor will handle reductions in scope for any work deemed unnecessary by LIHI.

I. CONTRACT

If the Vendor uses a standard contract, the proposal must include a standard contract for LIHI to review. If not, the selected Vendor will use a contract supplied by LIHI.

J. PROPOSAL INCLUSIONS

All equipment, accessories, database information, training, software, hardware, labor and materials must be furnished for the installation in a bill-of-material format. Any additional material or equipment necessary for installation and operation of the system not specified or described herein will be deemed to be part of these specifications.

K. PROPOSAL EXHIBITS/ATTACHMENTS

Vendors should provide any exhibits or attachments that will enhance LIHI's understanding of the system being proposed.

IV. ADMINISTRATIVE REQUIREMENTS

A. NOTICE OF INTENT TO RESPOND

Interested vendors are encouraged to send notice of intent to reply to this RFP via email to Dana Hall, at dhall@lowimpacthydro.org. This notice should include the name of the vendor company and contact information for the point of contact for the project. Vendors who provide Notice of Intent to Respond will be provided instructions on how to join the Pre-Bid Conference described below.



B. PROPOSAL DELIVERY

To be considered, vendor proposals must be received by LIHI by 5 pm EST on June 3, 2016. Proposals must be signed by an official authorized to bind the vendor to its provisions. The proposal must remain valid for at least 180 days from the date received by LIHI. Vendors must submit a complete response to this RFP. Each proposal must be submitted in two hard copies and one e-mail copy directed to: Dana Hall, at dhall@lowimpacthydro.org.

C. PROPOSAL PRESENTATION AND DEMONSTRATION ENVIRONMENT

Vendors selected for final consideration will be asked to make one or more presentations of their solution to the LIHI. Each vendor should be prepared to provide a structured and in-depth demonstration of their solution, based on LIHI-defined scenarios to LIHI. This demonstration may require using a subset of LIHI data, which will be provided on request.

D. PRE-BID CONFERENCE

Vendors participating in this RFP will be invited to attend a Pre-Bid conference on Wednesday, May 25 at 2:00 PM EST. The purpose of the Pre-Bid conference is to answer questions interested vendors may have about the scope of the project, as well as the RFP process. Interested vendors may submit their questions for the Pre-Bid conference via email on or before May 24, 2016 at 5:00 PM EST. The Pre-Bid conference will be an open Q&A, so questions are not required to be sent in advance, although it will be helpful to do so.

E. PROPOSAL SCHEDULE

Activity	Expected Date(s)
RFP Release	May 17, 2016
Pre-Bid Conference Questions Due	May 24, 2016 (by 5 pm)
Pre-Bid Conference Takes Place	May 25, 2016 (at 2 pm)
RFP Response Due Date	June 3, 2016 (by 5 pm)
Final Selected Vendors - Product Demonstrations	June 8-13, 2016
Proposal Evaluations Completed	June 17, 2016

F. OFFICIAL CORRESPONDENCE

Questions regarding this RFP may be submitted in writing to Dana Hall via email dhall@lowimpacthydro.org.

APPENDIX A – GAP ANALYSIS



Appendix A: Current State of LIHI IT Systems (Gap Analysis Part 1)

LIHI currently uses a variety of cloud-based software and spreadsheets to store, access, and share records. The following table describes each one of these systems and the performance according to LIHI staff:

Table A-1 – Gap Analysis Summary Table

Project Data Management and Storage	Data	System	Types of Files	Current Performance
	Customer Records	Dropbox	Intake Processing Original Application and Review Misc. Communications & Comments Notice of Certification – Final Documents Compliance Invoices Recertification Decision Letters Project Ledger	“...file structure is somewhat organized but not consistently so. We share these files amongst staff and contracted reviewers using Dropbox, in a somewhat haphazard and clumsy way.”
	Project Portfolio	Excel Spreadsheet	Certification Term Dates Project Specific Conditions Compliance Tracking Active Workload Tracking Misc. generation and licensing	“These are stored in a disorganized way in our dropbox folders, we often duplicate work that has already been done, and lose track of what others are doing because of this.”
	Accounting System	Quickbooks	A/R A/P Misc. Accounting	“works very well, however our project data is not integrated and we have to manually enter information.”
	Payment System	Bank of America Misc. Excel Spreadsheets	Invoices Payments	

Customer Relationship Management	Contacts Recent Discussions	Excel Spreadsheet	Name Contact Info LIHI Project Workload tracking sheet LIHI App Reviewers Payment Records Project Prospects	“These are not directly linked to our email or address book platforms and are a mess, because changes occur frequently and are not updated consistently. Right now, we have a pdf form we send customers, they fill it out and scan us back a copy, we manually enter any changes into at least three different locations (master Contacts sheet, individual ledgers and Quickbooks).”
	Internal Email Systems	Varies	Misc. Emails	“We do not use the same programs internally and sometimes have bugs and kinks. Mike uses Microsoft, including Outlook for email and calendar. I use Gmail for both because I still primarily use my macbook pro and the Microsoft application is terrible on apple.”
	Other Stakeholders	Spreadsheets	Contact logs on project ledgers	“We do not have a clear system of tracking communications with the diverse set of stakeholders that we interact with. At one point we wanted to create a log, to keep notes about conversations we have had, but we do not use it. There is also a place in each project ledger to record notes, but that is limited to project related communications and is not useful for broader interaction such as policy, science or marketing.”
Legal	Contracts	Spreadsheets	CMLA Records Task Orders/Contracts	“We will need a better system to keep track of and manage our contracts. We are doing OKAY with storing signed copies of IC contracts for reviewers and others, but when we begin to use the CMLA form, we will really benefit if we have a better legal document management and storage system.”

Desired State (Gap Analysis Part 2)

LIHI would ideally like to consolidate these systems into one centralized, cloud-based system that can be accessed at multiple levels (LIHI management, reviewers, applicants and project stakeholders.) However, conversations with LIHI indicated the various IT process functions to upgrade are of tiered importance. For the purposes of this memo, the needs include¹:

1. Adaptive/automated forms that implement our new Handbook processes, starting with application records, stored and accessible on the cloud by applicants, LIHI staff, and reviewers
2. Expansion to other types of records, such as annual compliance letters and responses
3. Analytical capabilities working off the application and compliance records, both numerical and geospatial mapping

Adaptive/automated forms that implement our new Handbook processes, starting with application records, stored and accessible on the cloud by applicants, LIHI staff, and reviewers

There are 233 software programs that provide variations on form and survey technologies. Based off the information provided above, I have filtered these down to several programs that meet the above criteria, plus additional considerations for cost, integration with CRM (with Salesforce, Microsoft, etc.), features and complexity (ability to accommodate new LIHI questionnaire,) payment processing, and file upload (for FERC licensing docs, etc.) Please note this is not a comprehensive list and is only to provide an overview of several different options available. For a full list of available options see:

<http://www.capterra.com/survey-software/>

Table A-2 - Technology Summary Table

Technology	Price (annual)	CRM Integration	File Upload
Survey Gizmo	\$2,000	Salesforce	50 MB
Formstack	\$480 (5 users) \$1,200 (10 users)	Salesforce	25 MB
Gravity Forms	\$100 + \$200 Dynamics CRM Add-in	Microsoft Dynamics CRM	Varies
Nintex Forms	\$9,500 (full workflow automation + forms)	Microsoft 365	
Snap Survey	\$500 + \$375/user	Tractivity	10 MB max

Expansion to other types of records, such as annual compliance letters and responses

Based on the criteria provided by LIHI, most basic Customer Relationship Management (CRM) systems can accomplish this requirement. These systems are designed to simplify and improve the quality of customer interactions and data through software that allows companies to manage and analyze those interactions. For LIHI, this process is managed through individual email servers from LIHI staff and reviewers, excel spreadsheets tracking compliance, and databases of LIHI certificate-holders contact information. Most CRM systems on the market today can perform all of those functions within one

¹ Given these priorities, financial systems including Quickbooks and [Payment system] were not considered in this analysis.

system. Security verification and payment procedures can also be managed through many of these systems, and additional services include advanced data analytics and visualization, social media and marketing campaigns.

The most widely-used CRM system available today is Salesforce, which LIHI has a subscription to. The alternative CRM system analyzed in this memo is Microsoft Dynamics CRM, which is rapidly growing in popularity to threaten Salesforce's market share. The cost for either system is low - \$10/user/month for Dynamics CRM and \$0 for Salesforce for qualified nonprofits. Although both systems offer many of the same features, Salesforce offers more integrations with form software than Microsoft. Microsoft has the relative advantage of familiarity when integrated with Microsoft 365 – most users are already familiar with the Office suite and could prefer those over learning a new system. Unfortunately, there are limited form software available that integrate with Microsoft 365 or Dynamics CRM.

Analytical capabilities working off the application and compliance records, both numerical and geospatial mapping

Nearly all CRM and Form Technology on the market today offer this feature. For example, most of the form technologies researched offered geospatial mapping, data analysis based off various fields entered by the Applicant, and rich data visualization options. Survey results can be overlaid on a regional map, as a visual alternative to standard table and for LIHI presentations of certificate-holders. In addition, LIHI can combine various statistical information received on the forms for unique metrics (for example, combining installed capacity of plants by region with generation data to consider average regional capacity factor.) Finding a form technology that integrates with a CRM system offers even greater flexibility, as most CRM systems also allow data visualization and analytical capabilities. LIHI could understand how many projects typically pay bills on time, average time it takes to receive invoices and issue payments, and overall improve the management and reporting capabilities. For example, Power BI (included with the Office 365 + Dynamics CRM package) offers extensive data visualization tools along with dashboard capabilities where LIHI staff can review status on current projects and funding.

Given the extent of analytical capabilities available in most off-the-shelf solutions, this requirement can likely be achieved through the CRM + Forms solution with no additional cost.

Potential Sources of IT solutions for LIHI:

It is clear that LIHI requires a combined IT solution that includes both Form Software and CRM Software. Fortunately, many options exist to achieve this end-state. Both Salesforce and MS Dynamics CRM offer many of the same features and functionality – in fact, a notable review stated the two systems are “strikingly hard to differentiate.” A relative advantage for Salesforce is the number of integrations with form technology. A relative advantage for MS Dynamics CRM is the familiarity many users have with MS Office applications, and the integration with existing Microsoft 365 programs. Both offer free pricing options for qualified nonprofits.

1. Salesforce + Formstack

Salesforce is the most widely-used CRM system and a highly customizable platform that integrates with many different form technologies on the market today. Formstack offers an easy-to-use drag and drop form builder for web-based surveys and forms, and integrates with the Salesforce platform. The integration of these technologies would allow LIHI to achieve the goals stated in the Scope of Work.

Pros

- Wide variety of integrations with form technology/LIHI can have more selection over questionnaire software to meet needs
- Design and quality of Salesforce interface
- Free for qualified nonprofits

Cons

- Salesforce is typically tailored for larger organizations with extensive marketing and sales efforts/many reviews noted the plethora of CRM software better suited for smaller organizations

2. Microsoft 365 + Dynamic CRM

This Option would require LIHI to obtain Microsoft 365 and Microsoft Dynamic CRM for a combined storage, collaboration and communication platform. Microsoft 365 is essentially the online version of Microsoft Office, with a familiar interface and easy-to-use features. Office 365 offers cloud-based storage and collaboration, and is offered free as a donation to qualifying nonprofits. In addition, 365 features the “Yammer” collaboration and communication platform, which would allow LIHI to form teams of reviewers and technical leads to review projects and collaborate in real-time. The only disadvantage to this option is that there are limited form technologies that integrate with Microsoft 365.

Pros

- Yammer program allows real-time collaboration, file sharing and communication among reviewers/LIHI staff. Teams can be formed around a project and share emails, upload/download files, instant message each other and share notes on an application.
- Interoperability – office format is familiar to most users
- Free for qualified nonprofits
- Power BI comes with 365 + Dynamics CRM and allows for visualization and analysis capabilities and provides all current data on dashboard for review by LIHI staff

Cons

- Microsoft CRM/365 lacks the plethora of integrations with Form Software as Salesforce. Two exceptions are Nintex Forms and Gravity Forms (with the Dynamics CRM add-on.)
- Some reviews noted that Dynamics CRM has too many features and is difficult to navigate

3. Custom-Built System

This Option requires LIHI to hire an IT consultant to custom-build an account-based system. This option would be preferable in many ways, but may be the most expensive. LIHI Certificate-holders would have an account set up which would enable them to manage their certification materials, questionnaires, compliance records, payments, etc. The consultant would create a custom WebForm (for LIHI questionnaire, compliance records, etc.) and this would be located in a two-way database, most likely created through MySQL and hosted by a web-server such as Amazon Web Services. The User Interface could be created with LIHI branding and contain various links to assist the applicant in finding information and answering difficult questions. This option offers LIHI the most flexibility to create a system specifically for its needs.

Pros

- Maximum flexibility for LIHI to create system it desires

- Customized experience for users – prospective applicants and current certificate-holders would create accounts which would manage their two-way communication with LIHI staff and reviewers. All documents would be uploaded and payments made through account.

Cons

- May be the most expensive (TBD)
- Difficult to make changes

Table A-3 - Option Summary Table

	Microsoft 365 + Dynamic CRM	Salesforce + Formstack	Custom-Built System
Price	Microsoft 365 - \$0 (free for nonprofit) Dynamic CRM - \$10/user/month	Salesforce - \$0 (free for nonprofit) Formstack - \$450/year	Unknown
Pros	<ul style="list-style-type: none"> • Familiar Interface/Office Apps • Lowest Cost • Free for Nonprofits • Yammer program allows real-time collaboration/teams formed around specific tasks 	<ul style="list-style-type: none"> • Integrations (Salesforce integrates with multiple form/survey software) • Free for nonprofits • Design/quality of interface 	<ul style="list-style-type: none"> • Customized experience & maximum flexibility for LIHI needs
Cons	<ul style="list-style-type: none"> • Limited Integrations • Some reviews noted too many features and difficult to navigate 	<ul style="list-style-type: none"> • Tailored for larger organizations 	<ul style="list-style-type: none"> • Expensive (TBD) • Difficult to make changes once constructed

APPENDIX B – CONFIDENTIALITY STATEMENT





NON-DISCLOSURE CONFIDENTIALITY AGREEMENT

This non-disclosure confidentiality agreement (the "Agreement") is made as of the ____ day of June, 2016, by and among The Low Impact Hydropower Institute ("LIHI") a California Corporation with offices at 239 Old Tappan Road, Old Tappan, New Jersey 07675 (the "Company" or the "Disclosing Party") and _____ of _____, a consultant with offices at _____ (the "Receiving Party") (each referred to as a "Party" and collectively referred to as the "Parties").

WHEREAS, the Company may disclose certain Confidential Information (as defined herein below) for the following purpose(s): to engage the consulting services of the Receiving Party in certain business/energy related services (the "Purpose"); and

WHEREAS, the Parties have entered into this Agreement to assure that the confidentiality of such information is maintained, in accordance with the following terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereby agree as follows:

1. Confidential Information. The Disclosing Party may disclose certain information under this Agreement which it, in its sole discretion, considers confidential and/or proprietary concerning Disclosing Party's business or technology (the "Confidential Information") including, but not limited to all tangible, intangible, visual, electronic, present, or future information such as: any and all project specifications, procedures, formulae, compositions, processes, designs, sketches, photographs, graphs, drawings, samples, inventions, models, documentation, techniques, diagrams, flowcharts, new technology information, manufacturing, development or marketing techniques, material development or marketing timetables, strategies and development plans, past, current and planned research and development, current and planned manufacturing and distribution methods and processes, customer lists, current customer requirements, market studies, business plans, computer software and programs (including object code and source code), computer software and database technologies and information, systems, structures and architectures (and related processes, formulae, compositions, improvements, devices, inventions, discoveries, designs, methods and information), information related to the customers, suppliers or personnel, financial projections and budgets, projected sales, capital spending budgets and plans, personnel training and techniques and materials, and any and all notes, analysis, compilations, studies, summaries, and other material prepared by or for Company containing or based, in whole or in part, on any information included in the foregoing. Such Confidential Information may be disclosed either directly or indirectly in writing or orally.
2. The Receiving Party will use the Confidential Information only for the Purpose described above. The Receiving Party will use the same degree of care, but not less than a commercially reasonable degree of care, as the Receiving Party uses with respect to its own similar information to protect the Confidential Information and to prevent: any use of Confidential Information not authorized in this Agreement; and/or communication of Confidential Information to any unauthorized third party. Confidential Information may only be disseminated to employees, directors, agents or third party

contractors of the Receiving Party with a need to know and who have first signed an agreement containing confidentiality provisions no less restrictive than those set forth herein (the "Authorized Personnel"). The Receiving Party shall ensure compliance by Authorized Personnel with the terms and conditions of this Agreement, and shall be responsible for any breach of such terms and conditions by any Authorized Personnel.

3. The Receiving Party agrees not to do the following, except with the advanced review and written approval of the Disclosing Party: issue or release any articles, advertising, publicity or other matter relating to this Agreement (including the fact that a meeting or discussion has taken place between the parties) or mentioning or implying the name of the Disclosing Party; make copies of documents containing Confidential Information; or reverse engineer, disassemble, decompile, translate, or attempt to discover any prototypes, software, algorithms, or underlying ideas which embody Disclosing Party's Confidential Information.
4. This Agreement imposes no obligation upon the Receiving Party with respect to Confidential Information that: was known to the Receiving Party before receipt from the Disclosing Party, as evidenced by Receiving Party's files and records in existence before the time of disclosure; is or becomes publicly available through no fault of Receiving Party; is rightfully received by Receiving Party from a third party without a duty of confidentiality; is disclosed by the Disclosing Party to a third party without a duty of confidentiality on the third party; or is disclosed by the Receiving Party with Disclosing Party's prior written approval. If Confidential Information is required to be produced by law, court order, or other governmental demand (the "Process"), the Receiving Party must immediately notify the Disclosing Party of that obligation. The Receiving Party will not produce or disclose Confidential Information in response to such Process unless the Disclosing Party has requested protection from the court or other legal or governmental authority requiring the Process and such request has been denied; or consented in writing to the production or disclosure of the Confidential Information in response to the Process.
5. ALL CONFIDENTIAL INFORMATION CONTAINED HEREIN IS PROVIDED "AS IS". NO OTHER WARRANTIES ARE MADE, EXPRESS OR IMPLIED.
6. The Disclosing Party does not wish to receive any confidential information from the Receiving Party, and the Disclosing Party assumes no obligation, either express or implied, for any information disclosed by the Receiving Party.
7. This Agreement begins retroactively to the beginning of Receiving Party's relationship with Company and remains in effect at all times during any consulting, partnering, or other business relationship between the parties and for the periods of time specified thereafter as set forth below. This Agreement does not create any form of continued business relationship other than as set forth in a separate written agreement signed and dated by all parties.
8. The obligations and restrictions under this Agreement shall extend for three (3) years from the date of the generation or disclosure of the Confidential Information, whichever occurs later. Notwithstanding the foregoing, the Receiving Party acknowledges that (i) its obligations under this Agreement with respect to Nonpublic Personal Information shall remain in effect for as long as such information shall remain Nonpublic Personal Information under applicable law and (ii) its obligations under this Agreement with respect to trade secrets shall remain in effect for as long as such information shall remain a trade secret under applicable law.
9. Upon termination of this Agreement, or upon the Disclosing Party's earlier request, the Receiving Party shall promptly return to the Disclosing Party, destroy or render unusable, and discontinue the use of, any Confidential Information then in the Receiving Party's possession, including all copies and

archived versions. The Receiving Party shall retain no part or copy of any of the other party's Confidential Information and, if requested in writing, the Receiving Party shall certify its exacting compliance with the foregoing provision.

10. This Agreement imposes no obligation on the Disclosing Party to exchange Confidential Information, to proceed with the business opportunity, or to purchase, sell, license, transfer or otherwise make use of any technology, services or products.
11. This Agreement grants no patent rights, copyrights, trademarks, trade secrets or licenses, expressed or implied, to the Receiving Party except to the extent necessary for the Receiving Party to carry out the purposes as set forth in this Agreement.
12. Notwithstanding anything in this Agreement to the contrary, the Receiving Party shall comply with all privacy and data protection laws, rules and regulations which are or which may in the future be applicable to the terms of this Agreement.
13. The Disclosing Party warrants that it has the right to enter into this Agreement and either it is the owner of, or has the right to disclose, its respective Confidential Information. Otherwise, no warranty, express or implied, regarding the Confidential Information disclosed is granted by this Agreement, and THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.
14. The Receiving Party shall not use the Confidential Information of the Disclosing Party: (a) for its own benefit or that of any third party; (b) to the Disclosing Party's detriment; or (c) in any manner other than to carry out the purposes as set forth in this Agreement.
15. The Receiving Party agrees that it, or any of its officers, directors, employees, successors and/or assigns will not, either during the period of this Agreement, or for a period of one (1) year after this Agreement has terminated, solicit any of Company's employees for a competing business or otherwise induce or attempt to induce such employees to terminate their employment with Company.
16. The Receiving Party acknowledges (1) the unique nature of the protections and provisions set forth in this Agreement, (2) that Company will suffer irreparable harm if Receiving Party breaches any of said protections or provisions, and (3) that monetary damages will be inadequate to compensate Company for such breach. Therefore, in the event of a breach, Disclosing Party is entitled to seek equitable relief, including injunction and preliminary injunction, in addition to all other remedies.
17. This Agreement does not create any agency or partnership relationship. This Agreement will not be assignable or transferable by the Receiving Party without the prior written consent of the Disclosing Party.
18. This constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements. All additions or modifications to this Agreement must be made in writing and must be signed by all Parties. Any failure to enforce a provision of this Agreement shall not constitute a waiver thereof or of any other provision.
19. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
20. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation

administered by the American Arbitration Association under its Commercial Mediation Agreement Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The dispute shall be governed by the laws of the State of New York, without reference to conflict of laws principles. If the parties resort to litigation in accordance with the terms of this Agreement, the exclusive venue for any dispute relating to this Agreement shall be the courts of the State of New York. Furthermore, the Receiving Party agrees not to assert the doctrine of forum non conveniens in any action in state or federal court in New York County.

21. In the event any litigation, arbitration, mediation or other proceeding (“Proceeding”) is initiated by any party against any other party to enforce, interpret or otherwise obtain judicial or quasi-judicial relief in connection with this Agreement, the prevailing party in such Proceeding shall be entitled to recover from the unsuccessful party all costs, expenses and actual attorney's fees relating to or arising out of (a) such proceeding, whether or not such proceeding proceeds to judgment, and (b) any post-judgment or post-award proceeding, including without limitation one to enforce any judgment or award resulting from any such Proceeding.
22. Any waiver of a default under this Agreement must be made in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be constructed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
23. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute the agreement when a duly authorized representative of each party has signed the counterpart.

IN WITNESS WHEREOF, the Company and the Receiving Party have caused this Agreement to be executed by their duly authorized representatives who represent they have the authority to bind the respective party to this Agreement.

Receiving Party:
[_____]

Disclosing Party:
Low Impact Hydropower Institute

By: _____
Name:

By: _____
Name: Dana Hall, Deputy Director

Date: _____

Date: _____